

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

FILED  
U.S. BANKRUPTCY COURT

Case No. 14-12608-shl

2017 AUG -1 P 2:41

In re:

Chapter 7 S.D. OF N.Y.

Everton Aloysius Sterling

Debtor.

**DEBTOR'S OPPOSITION  
TO MOTION FOR RELIEF FROM AUTOMATIC STAY  
AND MOTION SEEKING RECOGNITION OF THE EQUITABLE  
ESTOPPEL OF DEUTSHE BANK'S CLAIM AGAINST DEBTOR'S ESTATE  
PURSUANT TO VIOLATIONS OF THE FDCPA, RESPA, TILA, SEC, UCC  
AND THE 14<sup>TH</sup> AMENDMENT TO THE CONSTITUTION  
OF THE UNITED STATES OF AMERICA**

**I. INTRODUCTION**

1. Debtor must respectfully bring to the Court's attention that fact that the purported Creditor, DEUTSCHE BANK, who is presently seeking relief from the Automatic Stay in this Bankruptcy case, does not have Standing to move this Court for a Motion to Lift the Automatic Stay, because said purported Creditor never filed a Proof of Claim or Notice of Appearance at the inception of this Bankruptcy case, and only recently filed a Notice of Appearance to this Court upon the filing of their Motion for Relief from Automatic Stay.
2. Debtor also respectfully brings to the Court's attention that the purported Creditor is want for Standing to invoke the Court's jurisdiction for relief from the Automatic Stay because the purported Creditor never validated the debt which they purportedly claim in accordance with the FDCPA, RESPA, TILA, SEC and UCC, and therefore, are effectively equitably estopped under provisions of statutory law, and clearly established precedent case law. (See Exhibit 11 and 12 respectively; Debtor's Qualified Written Request and Notary Certificate of Dishonor and Non-Response – Affidavit of Default and of Estoppel by Acquiescence).

3. Debtor, in moving the Court for conclusive recognition of the preclusive effect of the provisions of law in relation to the facts so stipulated herein invokes this Court's authority to deny the purported Creditor any relief from a claim that has not at any time before, or during this Bankruptcy case, validated their claim in any Court of Record, as a matter of law.

## **II. FACTUAL BACKGROUND**

### **A. THE PLAINTIFF NEVER TOOK POSSESSION OF THE DISPUTED PROMISSORY NOTE AND MORTGAGE AT BAR BECAUSE AN ALLEGED TRANSFER AND OR ASSIGNMENT BY MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) IN EITHER ITS INDIVIDUAL OR ALLEGED NOMINEE STATUS IS VOID AB INITIO.**

4. Defendant is entitled to an Equitable Estoppel provisions of law against the purported Creditor's Claim with prejudice for of lack of Standing to invoke the Bankruptcy Court's jurisdiction for relief of Automatic Stay because the purported Creditor at bar never took possession of the disputed first priority "Mortgage" and Promissory Note (hereby "paper note") worth \$448,000.00 for an alleged transfer and or assignment of the same by Mortgage Electronic Registration Systems, Inc. (MERS) in either its individual or alleged nominee status is *void ab initio*.

5. As a general proposition, a mortgage cannot be enforced by one who has not demonstrated the right to the debt (id.; see 1 Bergman on New York Mortgage Foreclosures § 12.05 [1] [a] [1991]).

6. On July 24, 2008, the law firm of Steven J. Baum, P.C. filed the foreclosure action at bar declaring under penalty for perjury that the purported Creditor allegedly took possession of the first "paper note" and "mortgage" worth \$448,000.00 that was signed by Howard White on February 24, 2006, by an "assignment" that had yet to be recorded.

7. It has been firmly established as a matter of public record that the law firm of Steven J. Baum P.C. and Pillar Processing LLC has been found to be a voracious perpetrator of frequently filings of foreclosure action and has a result the New York Attorney General, Eric T. Schneiderman filed a civil complaint against him for his unscrupulous business practices whom was fined and sanctioned that forced him out of business. (See Exhibits B, B1, B2).

8. On July 28, 2008, after filing a foreclosure complaint, the purported Creditor's predecessor, filed a falsely uttered, counterfeit, *void ab initio* instrument that willfully misrepresents MERS as nominee for First Franklin as the assignor of the first lien "Mortgage" and "Paper Note" worth \$448,000.00 to the purported Creditor herein on May 1, 2008 in the Office of the New York City Register.

9. First, while the purported Creditor and its Counsel are asserting as a part of their supposed proof of claim that MERS was the Nominee for First Franklin as of February 24, 2006 and May 1, 2008, there is no doubt as a matter of record that a Power of Attorney has ever been recorded with the Office of the New York City Register to substantiate the validity of that claim, nor has the purported Creditor and its Counsel of Record here submitted to this Court or any other Court, such verification of their Assignor's Power of Attorney in order to validate the alleged agency agreement between MERS and First Franklin. (Citing Bank of N.Y. v. Alderazi, 28 Misc. 3d 376, 379-380; "A party who claims to be the agent of another bears the burden of proving the agency relationship by a preponderance{\*\*28 Misc 3d at 380} of the evidence (Lippincot v East Riv. Mill & Lbr. Co., 79 Misc 559 [1913]), and "[t]he declarations of an alleged agent may not be shown for the purpose of proving the fact of agency."

10. Hence, neither the purported Creditor, nor their Counsel can qualifiedly assert that they have met the burden of proving the requisite Agency relationship within the

disputed “Mortgage” at Bar, along with the instrument titled “Assignment of Mortgage” dated May 1, 2008 to substantiate the validity of their purported claim before the Court as a matter of law.

11. Next, despite the fact that MERS’ designation as the “Mortgagee”, was set forth within the first priority “Mortgage” lien at bar dated February 24, 2006, there is no doubt as a matter of fact and law that MERS never had an economical or beneficial interest in the disputed “mortgage loan” at bar, and never had possession of the same.

(Citing Mortgage Electronic Registration Systems, Inc. v. Nebraska Department of Banking & Finance, 704 N.W.2d 784, 788 (Neb. 2005) from the Supreme Court of Nebraska:

“MERS argues that it does not acquire mortgage loans and is therefore not a mortgage banker under § 45-702(6) because it only holds legal title to members’ mortgages in a nominee capacity and is contractually prohibited from exercising any rights with respect to the mortgages (i.e., foreclosure) without the authorization of the members. Further, MERS argues that it does not own the promissory notes secured by the mortgages and has no right to payments made on the notes... In other words, through its services to its members as characterized by the district court, MERS does not acquire “any loan or extension of credit secured by a lien on real property. MERS does not itself extend credit or acquire rights to receive payments on mortgage loans... But, simply stated, MERS has no independent right to collect on any debt because MERS itself has not extended credit, and none of the mortgage debtors owe MERS any money... and is therefore not a mortgage banker...”.

Additionally, the Debtor respectfully moves the Court to take Judicial Notice of:

- Exhibit 1 for the certification of Brandi H. Peebles as counsel for MERSCORP Inc. a/k/a MERSCORP Holdings, Inc. (hereby “MERSCORP”) and MERS submitted to the Superior Court of New Jersey under penalty for perjury in response to Administrative Order 01-2010 issued on 12/20/2010 (“*In The Matter of Residential Mortgage Foreclosure Pleading and Document Irregularities*”) stating in relevant part: **“MERS is not a mortgage servicer, nor does MERS own beneficial interests in promissory notes.”**
- Exhibit 2 for section seven (7) for the “*Covenants of MERS*” explained within both the “*ELECTRONIC TRACKING AGREEMENT GESTATION AGREEMENT*”<sup>1</sup> and “*ELECTRONIC TRACKING AGREEMENT WHOLE*

---

<sup>1</sup> See <http://mersinc.org/join-mers-docman/4-eta-gestation-template-v10/file> (last checked September 23, 2016)



*LOAN SALE AGREEMENT*<sup>2</sup> documents retrievable from the website owned and operated by MERSCORP Inc. a/k/a MERSCORP Holdings, Inc. (hereby “MERSCORP”) as the owner of MERS, the MERS® Systems, etc. which states in relevant part; “. . . **MERS agrees that in no event shall MERS’ status as mortgagee of record with respect to any MERS Designated Mortgage Loan confer upon MERS any rights or obligations as an owner of any MERS Designated Mortgage Loan** or the servicing rights related thereto, and MERS will not exercise such rights unless directed to do so by the Purchaser.”

- Exhibit 3 for section nine (9) for “*No Adverse Interest of the Electronic Agent or MERS*” explained within both the “*ELECTRONIC TRACKING AGREEMENT GESTATION AGREEMENT*”<sup>3</sup> and “*ELECTRONIC TRACKING AGREEMENT WHOLE LOAN SALE AGREEMENT*” documents that are retrievable from the website owned and operated by MERSCORP as the owner of MERS, the MERS® Systems, etc. which states in relevant part; “By execution of this Agreement, the Electronic Agent and MERS each represents and warrants that if currently holds, and during the existence of this Agreement shall hold, no adverse interest, by way of security or otherwise, in any MERS Designated Mortgage Loan. The MERS Designated Mortgage Loans shall not be subject to any security interest, lien or right to set-off by the Electronic Agent, MERS, or any third party claiming through the Electronic Agent or MERS, and neither the Electronic Agent nor MERS shall pledge, encumber, hypothecate, transfer, dispose of, or otherwise grant any third party interest in, the MERS Designated Mortgage Loans.”<sup>4</sup>
- Exhibit 4 for the “*About Us – FAQ*” section of the website operated by MERSCORP as the owner of MERS, the MERS® Systems, etc. which states in relevant part: “*Does MERS have the documents for loans registered on the MERS® System?*”, stating in relevant part; “***No. MERS, MERSCORP Holdings or the MERS® System are not document custodians and do not hold promissory notes or mortgage documents on behalf of lenders, servicers or investors.*** We are not responsible for keeping mortgage records—the servicer maintains the loan files.”<sup>5</sup>

12. Furthermore, it is well settled as a matter of law, and undisputed in New York, as it is elsewhere, that an instrument asserting MERS as an alleged “nominee”, or MERS in its individual capacity, assigned a “mortgage loan” is a nullity as a matter of

---

<sup>2</sup> See <http://mersinc.org/join-mers-docman/6-eta-whole-loan-template-v9/file> (last checked September 23, 2016)

<sup>3</sup> *Id.*

<sup>4</sup> *Id.*

<sup>5</sup> See <http://www.mersinc.org/about-us/faq> (last checked on Sept. 23, 2016).

fact and law. (Citing Bank of N.Y. v Silverberg 2011 NY Slip Op 05002 [86 AD3d 274]; “In sum, because MERS was never the lawful holder or Assignee of the notes described and identified in the consolidation agreement, the corrected assignment of mortgage is a nullity, and MERS was without authority to assign the power to foreclose to the plaintiff. Consequently, the purported Creditor failed to show that it had standing to foreclose.” (See also Aurora Loan Servs., LLC v Weisblum, A D3d, 2011 NY Slip Op 04184, \*6-7 [2d Dept 2011]; HSBC Bank USA v Squitieri, 29 Misc 3d 1225[A], 2010 NY Slip Op 52000[U]; LVN Corp. v Madison Real Estate, LLC, 2010 NY Slip Op 33376[U]; LPP Mtge. Ltd. v Sabine Props., LLC, 2010 NY Slip Op 32367[U]; Bank of NY v Mulligan, 28 Misc 3d 1226[A], 2010 NY Slip Op 51509[U]; OneWest Bank, F.S.B. v Drayton, 29 Misc 3d 1021; Bank of N.Y. v Alderazi, 28 Misc 3d 376, 379-380 [the “party who claims to be the agent of another bears the burden of proving the agency relationship by a preponderance of the evidence”]; HSBC Bank USA, N.A. v Yeasmin, 27 Misc 3d 1227[A], 2010 NY Slip Op 50927[U]; HSBC Bank USA, N.A. v Vasquez, 24 Misc 3d 1239[A], 2009 NY Slip Op 51814[U]; Bank of N.Y. v Trezza, 14 Misc 3d 1201[A], 2006 NY Slip Op 52367[U]; LaSalle Bank Natl. Assn. v Lamy, 12 Misc 3d 1191[A], 2006 NY Slip Op 51534[U]; Matter of Agard, 444 BR 231; but see US Bank N.A. v Flynn, 27 Misc 3d 802). See also U.S. Bank Natl. Assn. v Bressler 2011 NY Slip Op 52183(U) Decided on December 7, 2011 Supreme Court, Kings County; See also Bank of New York v. Raftogianis, 418 N.J. Super. 323, 332 (Ch. Div. 2010); See also Mortgage Electronic Registration Systems, Inc. v. Southwest Homes of Arkansas, 2009 WL 723182; See also Saxon Mortgage Services, Inc. v. Hillery, 2008 WL 5170180 (N.D.Cal. 2008); See also DiLibero v. Mortgage Electronic Registration Systems, Inc. et al., No. 2013-190- Appeal (PC 11-4645); See also

Bart G. Brandrup, et al., v. Recontrust Company, N.A., et al., (USDC Case No. 311CV1390HZ, 311CV1399HZ, 311CV1533SI, 312CV0010HA) (SC S060281); See also Bain v. Metropolitan Mortgage Group, Inc., 285 P.3d 34, 36–37 (Wash. 2012); See also Mortgage Electronic Registration Systems, Inc. v. Carlton J. Ditto, (No. E2012-02292-SC-R11-CV – Filed December 11, 2015).

13. Hence, this honorable Court must instantly denying the purported Creditor's Motion for Relief from the Automatic Stay, imposed sanctions and dismiss the underlying action with prejudice for there is no doubt as a matter of fact and law that the purported Creditor had no right to request the lifting of the automatic stay and to further initiate the foreclosure action at bar because the instrument titled "assignment of mortgage" is falsely uttered, counterfeit, and *void ab initio* for MERS as nominee for First Franklin never transferred and or assigned the disputed first priority "mortgage" lien and paper "promissory note" worth \$448,000.00 and "foreclosure of a mortgage may not be brought by one who has no title to it." (Kluge v Fugazy, 145 AD2d 537, 538 [2d Dept 1988]). The Appellate Division, First Department, citing Kluge v Fugazy, in Katz v East-Ville Realty Co., (249 AD2d 243 [1d Dept 1998]), instructed that "[p]laintiff's attempt to foreclose upon a mortgage in which he had no legal or equitable interest was without foundation in law or fact."

14. Thus, "to commence a foreclosure action, the plaintiff must have a legal or equitable interest in the mortgage (see Wells Fargo Bank, N.A. v Marchione, 69 AD3d 204, 207 [2d Dept 2009])." (Aurora Loan Services, LLC v Weisblum, 85 AD2d 95, 108 [2sd Dept 2011]).

15. Lastly, the aforementioned falsely uttered instruments, titled "assignment of mortgage" are *void ab initio*, that are relied upon by the purported Creditor and opposing counsel, was prepared by and requested to be returned to: "Home Loan

Services, P.O. 1838, Pittsburgh, PA Pittsburgh, PA 15230-1838”, which happens to be the same address once used by First Franklin as seen with filings with the SEC<sup>6</sup>, and suspiciously declares that Sharon D. Maerkle was a “Vice President” of MERS as nominee for First Franklin as of May 1, 2008, alleging to have appeared before Pittsburgh, PA notary public Eva Gaal (See Exhibit 6).

16. The Debtor hereby moves this Court to take judicial notice of Bank of New York as trustee vs. Victor Ukpe, et al. (Superior Court of New Jersey, Docket No. F-10209-08) for the deposition of MERSCORP officer William Hultman taken on April 7, 2010 where, Hultman, under penalty for perjury declared that MERS has never had employees by stating in relevant part:

“Does MERS have any employees?... Does MERS have any employees currently?... In the past five years has MERS had any employees?” , for which Hultman replied, “No... No... No...”.<sup>7</sup>

17. The Debtor respectfully moves this Court to take mandatory Judicial Notice of Exhibit 7 for an instrument titled “assignment of deed of trust” recorded by the Forsyth County, NC recorder of deeds office on March 8, 2010, displaying the name and alleged signature of Sharon D. Maerkle impersonating a “Vice President” of First Franklin, the acknowledge of Pittsburgh, PA notary public Eva Gaal who in the matter at bar, alleges that Sharon D. Maerkle appeared as a fictitious “Vice President” of MERS on May 1, 2008:

**SHARON D. MAERKLE BEFORE THIS  
COURT AS A “V.P.” OF MERS BEFORE  
NOTARY EVA GAAL**

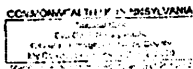
Mortgage Electronic Registration  
Systems, Inc. (MERS) as nominee for  
First Franklin a Division of Nat. City  
Bank of IN

By Sharon D. Maerkle  
Sharon D. Maerkle  
Vice President

In witness whereof, I hereunto set my hand and official seal.

Eva Gaal  
Notary Public

**SEAL**

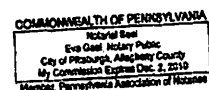


**SHARON D. MAERKL RECORDED IN N.C. AS A  
“V.P.” OF FIRST FRANKLIN BEFORE NOTARY  
EVA GAAL**

First Franklin Financial Corp., AN  
OP. SUB OF ML&T CO., FSB

By Sharon D. Maerkle  
Sharon D. Maerkle, Vice President  
Of Home Loan Services Inc., attorney in fac  
For First Franklin Financial Corp.

Eva Gaal  
Notary Public



18. The Debtor also respectfully moves this Court to take Judicial Notice of Exhibit 8 for the LinkedIn® profile for Sharon Maerkle at

<sup>7</sup> See the deposition of William Hultman in Bank of New York as trustee vs. Victor Ukpe, et al. (Superior Court of New Jersey, Docket No. F-10209-08) at <https://livinglies.files.wordpress.com/2010/08/36521121-full-deposition-of-william-hultman-secretary-and-treasurer-of-merscorp1.pdf> (last checked August 27, 2016).

MERS as falsely asserted within the void *ab initio* instrument at bar titled “Assignment of Mortgage”.

19. Thus, the DBNTC as trustee who is a MERSCORP member, and opposing counsel knew or should have known that the aforementioned person, Sharon Maerkle, whose name and alleged signature is affixed to the falsely uttered instrument at Bar titled “Assignment of Mortgage” is an impostor who lacked the authority claimed as an officer of MERS, and also lacked knowledge as to the nature, whereabouts, ownership, and or possession of the disputed “refinance mortgage transaction”, constituting a violation of applicable state and federal laws including, but not limited to, 18 U.S.C. § 1342 which states:

“Whoever, for the purpose of conducting, promoting, or carrying on by means of the Postal Service, any scheme or device mentioned in section 1341 of this title or any other unlawful business, uses or assumes, or requests to be addressed by, any fictitious, false, or assumed title, name, or address or name other than his own proper name, or takes or receives from any post office or authorized depository of mail matter, any letter, postal card, package, or other mail matter addressed to any such fictitious, false, or assumed title, name, or address, or name other than his own proper name, shall be fined under this title or imprisoned not more than five years, or both.”

20. Further, because MERS never had any economical or beneficial interest in the disputed “mortgage loan” at Bar, MERS never took possession of the same, and no Power of Attorney has been presented to this Court or any other Court to validate the assertion set forth within the original disputed first priority “mortgage” or the void *ab initio* instrument at bar titled “Assignment”.

21. At the very least, the instrument titled “Assignment of Mortgage” fits the requisites of a falsely uttered, counterfeit instrument appearing to genuine, and worth more than \$5,000.00 in violation of the National Stolen Property Act. (See, 18 U.S.C. § § 2311,<sup>8</sup> 2314<sup>9</sup>. Citing, Moskal v. United States, 498 U.S. 103 (1990), where the U.S. Supreme Court addressed the creation and trafficking of counterfeit securities worth at least \$5,000, stating:

“That “falsely made” encompasses genuine documents containing false information is also supported by 2314’s purpose of curbing the type of trafficking in fraudulent securities that depends for its success on the exploitation of interstate commerce to avoid detection by individual states, such as a title washing operation. The fact that the legislative history contains references to counterfeit securities but not to odometer rollback schemes does

---

<sup>8</sup> Citing 18 U.S.C. § 2311 in relevant part; ““Securities” includes any note, stock certificate, bond, debenture, check, draft, warrant, traveler’s check, letter of credit, warehouse receipt, negotiable bill of lading, evidence of indebtedness, certificate of interest or participation in any profit-sharing agreement, collateral-trust certificate, preorganization certificate or subscription, transferable share, investment contract, voting-trust certificate; valid or blank motor vehicle title; certificate of interest in property, tangible or intangible; instrument or document or writing evidencing ownership of goods, wares, and merchandise, or transferring or assigning any right, title, or interest in or to goods, wares, and merchandise; or, in general, any instrument commonly known as a “security”, or any certificate of interest or participation in, temporary or interim certificate for, receipt for, warrant, or right to subscribe to or purchase any of the foregoing, or any forged, counterfeited, or spurious representation of any of the foregoing;”

<sup>9</sup> Citing 18 U.S.C. § 2314 in relevant part; “Whoever transports, transmits, or transfers in interstate or foreign commerce any goods, wares, merchandise, securities or money, of the value of \$5,000 or more, knowing the same to have been stolen, converted or taken by fraud; or... Whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, transports or causes to be transported, or induces any person or persons to travel in, or to be transported in interstate or foreign commerce in the execution or concealment of a scheme or artifice to defraud that person or those persons of money or property having a value of \$5,000 or more; or... Whoever, with unlawful or fraudulent intent, transports in interstate or foreign commerce, any tool, implement, or thing used or fitted to be used in falsely making, forging, altering, or counterfeiting any security or tax stamps, or any part thereof; or... Shall be fined under this title or imprisoned not more than ten years, or both. If the offense involves a pre-retail medical product (as defined in section 670) the punishment for the offense shall be the same as the punishment for an offense under section 670 unless the punishment under this section is greater...”

not require a different conclusion, since, in choosing the broad phrase "falsely made, forged, altered, or counterfeited securities," Congress sought to reach a class of frauds that exploited interstate commerce." And sale of the subject property, and dismiss the foreclosure action with prejudice because the Plaintiff, together with opposing counsel, knew or should have known that MERS as an alleged nominee never transferred the disputed first priority "mortgage" lien and "paper note" worth \$448,000.00 to the Plaintiff on May 1, 2008, or any other date, and the contents within the *void ab initio* instrument titled "assignment of mortgage" are falsely uttered which further invalidates the instrument at bar.

22. The purported debtor has an Equitable Claim of Title by conveyance between the parties, (See Exhibit 9) not to mention the down payment, closing cost, maintenance, labor, building materials, cost, fees, construction/remodeling and time, estimated to total over Two Million Dollars \$2,000,000.00 US Dollars.

**THE PLAINTIFF LACKS STANDING TO ENFORCE THE ALLEGED "PAPER NOTE" INSTRUMENT SUBMITTED TO THE COURT THAT IS STILL PAYABLE TO FIRST FRANKLIN.**

23. The Debtor affirmatively asserts that upon the foregoing facts and law set forth above the purported Creditor lacks standing to enforce the alleged "paper note" instrument submitted to the court that is still payable to First Franklin. See Exhibit 10.

24. As set forth above and herein referenced as if fully incorporated, there is no doubt as a matter of fact and law that the instrument at bar titled "assignment of mortgage" asserting that MERS as an alleged nominee for First Franklin never transferred the disputed first priority "mortgage" lien and "promissory note" to the purported Creditor on May 1, 2008, or any other date.

25. Nevertheless, a paper note secured by a mortgage is a negotiable instrument,



and a transfer requires an indorsement on the instrument itself or on a paper so firmly affixed thereto as to become a part thereof, as per UCC § 3-202(2), in order to effectuate a valid assignment of the instrument. (See Deutsche Bank National Trust Company v Hossain, 2013 NY Slip Op 30096 (U) [Sup Ct Suffolk Co 2013]; Deutsche Bank Trust Company Americas v Thanhauser, 2013 NY Slip Op 30565 (U) [Sup Ct Suffolk Co 2013]; HSBC Bank USA v Picarelli, 36 Misc 3d 1218 (A) [Sup Ct, Queens Co 2012]; Deutsche Bank National Trust Company v Vasquez, 2012 NY Slip Op 31395 (U) [Sup Ct Nassau Co 2012]; HSBC Bank USA, National Association v Hagerman, 2011 NY Slip Op 33344(U) [Sup Ct, Richmond Co]; HSBC Bank USA, National Association v Coyo, 934 NYS2d 792 [Sup Ct, Kings Co 2011]; The Citi Group/Consumer Finance, Inc. v Platt, 33 Misc 3d 1231 (A) [Sup Ct Queens Co 2011]; IndyMac Bank, FSB v Garcia, 28 Misc 3d 1202 (A) [Sup Ct Suffolk Co 2010]; HSBC Bank USA, National Association v Miller, 26 Misc 3d 407 [Sup Ct Sullivan Co 2009]; LaSalle Bank National Association v Lamy, 12 Misc 3d 1191 (A) [Sup Ct Suffolk Co 2006]).

26. Hence, upon the defendant reviewing the pleadings and exhibits submitted to the Court, it is a matter of undisputed law and fact that an instrument asserted to be the disputed “promissory note” at Bar was discovered, still payable to First Franklin, void of any indorsements either in blank or paid to order of any party, and the Plaintiff has no standing to enforce a “promissory note” for which there exists no evidence as to when and how possession was obtained prior to filing of the foreclosure complaint at bar. (Citing Kluge v Fugazy, in Katz v East-Ville Realty Co., (249 AD2d 243 [1d Dept 1998]), where the “[p]laintiff’s attempt to foreclose upon a mortgage in which he had no legal or equitable interest was without foundation in law or fact.”; Citing CitiMortgage, Inc. v. Brown 2010 NY Slip Op 87737 (U), which states “Foreclosure of a mortgage

may not be brought by one who has no title to it, and absent transfer of the debt, the assignment of the mortgage is a nullity (Kluge v Fugazy, 145 AD2d 537 [1988]).

27. The Note secured by the Mortgage is a negotiable instrument (See UCC § 3-104), which requires indorsement on the instrument itself "or on a paper so firmly affixed thereto as to become a part thereof" (UCC § 3-202[2]) in order to effectuate a valid assignment of the entire instrument."

28. Wherefore, the purported Defendant respectfully gives this Court Judicial Notice of Law that pursuant to CPLR § 5015 and relative standards and practices of Equity under the common law, that there is unequivocal cause to determine that the judgment in the State Court entered on April 19, 2010, granting foreclosure and sale of the subject property, is void on its face. The purported Creditor, together with their opposing counsel, knew or should have reasonably known that MERS, as an alleged "nominee" for the purported Original Lender, never transferred the disputed first priority "mortgage" lien and "paper note" worth \$448,000.00 to the Plaintiff on May 1, 2008, or any other date, and what is being presented before the court as either an original or a copy of the original "paper note" is unenforceable as proffered as substantiation of a claim by the purported Plaintiff, because if said paper note was actually valid, it would still payable to First Franklin.

29. THE INSTRUMENTS AT BAR TITLED "ASSIGNMENT OF MORTGAGE" AND "PROMISSORY NOTE" ARE IN CONTRAVENTION OF THE CONVEYANCE REQUIREMENTS SET FORTH WITHIN THE PLAINTIFF'S BINDING POOLING AND SERVICING AGREEMENT, AND THEREFORE, VOID BY OPERATION OF LAW.

30. The Debtor respectfully moves this Court to take notice of the Creditor's binding Pooling and Servicing Agreement (hereby "PSA") dated May 1, 2006 that was filed with the U.S. Securities & Exchange Commission (hereby "SEC") on June 1,

2006, that and can be seen in its entirety at by accessing the footnote hereby attached.<sup>10</sup>

31. There is no doubt that Section 1.01 – Definitions from the purported Creditor’s binding PSA dated May 1, 2006, and filed with the SEC on June 1, 2006 declares in relevant part that:

(i) May 16, 2006 as the closing, (ii) Goldman Sachs Mortgage Company as the “Sponsor”, and (iii) GS Mortgage Securities Corp., as the “Depositor”.<sup>11</sup>

32. There is no doubt that according to the binding provisions set forth within the Purported Creditor’s PSA, a true sale of “mortgage loans” was mandatory, not optional, in order to qualify as a Real Estate Mortgage Investment Conduit (hereby “REMIC”) pursuant to 26 U.S.C. § 860(a)(3)(i)(iii) requiring a mandatory transfer of only qualified “mortgage loans” within 90 days from the May 1, 2006 closing date.

33. There is no doubt that Section 2.01 – Conveyance of Mortgage Loans within the Purported Creditor’s binding PSA declares that GS Mortgage Securities Corp. as the “Depositor” sold, conveyed, transferred, assigned, and set over every “mortgage loan” to DBNTC as trustee for the benefit of the certificate holders, without recourse, and that every paper promissory note would bear “all intervening endorsements showing a complete chain of endorsements from the originator to the last endorsee, endorsed “Pay to the order of \_\_\_\_\_, without recourse” and signed in the name of the last endorsee.”<sup>12</sup>

34. Furthermore, there is also no doubt that Section 10.03 – Governing Law within the Purported Creditor’s PSA states:

“THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HERETO AND THE CERTIFICATE HOLDERS SHALL BE DETERMINED IN

---

<sup>11</sup> See <https://www.sec.gov/Archives/edgar/data/1361697/000091412106001987/gs902892-ex4.txt> (last checked September 21, 2016) for Section 1.01 from the Plaintiff’s PSA.

<sup>12</sup> See <https://www.sec.gov/Archives/edgar/data/1361697/000091412106001987/gs902892-ex4.txt> (last checked September 21, 2016) for Section 2.01 from Plaintiff’s PSA.

ACCORDANCE WITH SUCH LAWS.”<sup>13</sup>

35. As set forth in New York Estates, Powers & Trusts Law section 7-2.4: “If the trust is expressed in the instrument creating the estate of the trustee, every sale, conveyance, or other act of the trustee in contravention of the trust, except as authorized by this article and by any other provision of law, is void.” (See McKinney's Consolidated Law of New York Annotated, Estates Powers and Trust Laws, section 7-2.4 (2003); See also Allison & Ver Valen Co. v. McNee, 9 N.Y.S. 2D 708 (N.Y. Sur. 1939); See also Dye v. Lewis (New York, Sup. Ct., 1971) 67 Misc.2d 426, 324 N.Y.S.2d 172. (The authority of the trustee is subject to any limitations imposed by the trust instrument [EPTL, s 11—1.1, subd. (b)(8)], and every act in contravention of the Trust is void. [EPT, s 7—2.4]).

36. Hence, the Purported Creditor and opposing counsel have submitted to this Court and recorded upon the purported debtor's Title a falsely uttered instrument titled “assignment of mortgage” that willfully misrepresents MERS as nominee for First Franklin assigned the disputed first priority “mortgage” and “paper note” worth \$448,000.00 to the Purported Creditor on May 1, 2008, and have submitted to this Court an instrument asserted to be the disputed “paper note” void of any indorsements and still payable to First Franklin, both of which display acts in contravention of the “true sale” and “conveyance” requirements set forth throughout the Purported Creditor's PSA which required a transfer of “mortgage loans” from GS Mortgage Securities Corp. as the “Depositor” to DBNTC as trustee for the benefit of the certificate holders by the May 16, 2006 closing date.

---

<sup>13</sup> See

<https://www.sec.gov/Archives/edgar/data/1361697/000091412106001987/gs902892-ex4.txt>  
(last checked September 21, 2016) for Section 10.03 from Plaintiff's PSA.

37. When confronted with a similar set of circumstances in which a party declaring itself to be the “Creditor” in possession of a “mortgage loan” by way of an alleged “assignment” in contravention of the asserted “Creditor’s” binding Pooling and Servicing Agreement, the United States Bankruptcy Court, Southern District of Texas in the case, In re Saldivar, Case No. 11-1-0689 (June 5, 2013), declared in relevant part: “Under New York Trust Law, is an *ultra vires* act void or merely avoidable? A third party generally lacks standing to challenge the validity of an assignment. (See also, Bank of American Nat’l Assoc. v. Bassman FBT, L.L.C., et al. 981 N.E.2d 1, 7 (Ill. App. Ct. 2012)).

38. A borrower may however raise a defense to an assignment, if that defense renders the assignment void... N.Y. Est. Powers & Trusts Law § 7-2.4... Based on the... plain language of N.Y. Est. Powers & Trusts Law § 7-2.4, the Court finds that under New York law, assignment of the Saldivars’ Note after the start up day is void ab initio.”. (See also Glaski v. Bank of America, N.A., 218 Cal. App. 4th 1079 (2013); See also Horace vs. LaSalle Bank, N.A. from the Alabama Circuit Court of Russell County (Case No.: 57-CV-2008-000362.00), stating in relevant part; “First, the Court is surprised to the point of astonishment that the defendant trust (LaSalle Bank National Association) did not comply with the terms of its own Pooling and Servicing Agreement and further did not comply with New York Law in attempting to obtain assignment of the plaintiff Horace’s note and mortgage...”).

39. Hence, because the Purported Creditor failed to acquire the disputed first priority “mortgage” and “paper note” from GS Mortgage Securities Corp. as the “Depositor” by the May 16, 2006 closing date in accordance with the Plaintiff’s binding PSA that was created in accordance with New York Law (EPT, s 7—2.4), MERS as an alleged nominee for First Franklin never transferred the same to the

purported Creditor, and the instrument before the Court asserted to be the subject “paper note” is still payable to First Franklin, the Plaintiff had no standing to commence the foreclosure action at bar. (Citing Kluge v Fugazy, in Katz v East-Ville Realty Co., (249 AD2d 243 [1d Dept 1998]), where the “[p]laintiff’s attempt to foreclose upon a mortgage in which he had no legal or equitable interest was without foundation in law or fact.”; Citing CitiMortgage, Inc. v. Brown 2010 NY Slip Op 87737 (U), which states “Foreclosure of a mortgage may not be brought by one who has no title to it, and absent transfer of the debt, the assignment of the mortgage is a nullity (Kluge v Fugazy, 145 AD2d 537 [1988]).

40. The Debtor respectfully notifies this Honorable Court that the purported Creditor’s claim to the Debtor’s “Mortgage” and “Note” as it relates in accordance to the binding provisions set forth within the purported Creditor’s PSA, and the representations manifested within the instrument titled “assignment of mortgage”, along with the alleged “paper note” constitutes fraud upon the court, and unclean hands is void through the acts the purported Creditor’s conveyance of said instruments in contravention to the purported Creditor’s PSA.

41. The Debtor also respectfully notifies this Court that the purported Creditor did not validate the debt in accordance with the FDCPA, RESPA, TILA and the UCC.

42. The Debtor duly submitted a lawful Qualified Written Request (QWR) to the purported Creditor in accordance with RESPA and the FDCPA and the purported Creditor failed to respond to that lawful request and is in default of their purported claim for their non-response pursuant to UCC § 9-625. (See Exhibit 11 and 12 respectively; Debtor’s Qualified Written Request and Notary Certificate of Dishonor and Non-Response – Affidavit of Default and of Estoppel by Acquiescence).

## **II. UNCLEAN HANDS & FRAUD UPON THE COURT**

43. As set forth above and herein referenced as if fully incorporated, there is no doubt as a matter of fact and law that the Plaintiff never had possession of the disputed first priority "Mortgage" and "Paper Note" worth \$448,000.00 prior to, on, or after commencing the foreclosure action at bar.

44. Furthermore, DBNTC as a member of MERSCORP and as trustee for FFMLT Trust 2006-FF6, and opposing counsel as officers of the court, attorneys, and debt collectors knew or should have known that:

- i. MERS never took possession of, or an economical interest in the disputed first priority "mortgage" and "paper note" instruments worth \$448,000.00;
- ii. there is no evidence that MERS was an authorized agent for First Franklin as of February 24, 2006 or May 1, 2008;
- iii. MERS as an alleged nominee for First Franklin never transferred the disputed first priority "mortgage" and "paper note" to the Plaintiff on May 1, 2008;
- iv. MERS did not have any employees and or officers as of May 1, 2008 to present date;
- v. Sharon D. Merkle was an employee of National City Home Loan Services, an affiliate company of First Franklin, as of May 1, 2008, not a "Vice President" of MERS, and lacked the capacity claimed within the falsely uttered instrument at bar titled "assignment of mortgage", and lacked knowledge of the nature, whereabouts, possession, and or ownership of the disputed first priority "mortgage" and "paper note" at bar;
- vi. Sharon D. Merkle never appeared before Pittsburgh, PA notary public Eva Gaal on May 1, 2008 with identification to validate the status claimed with the falsely uttered instrument at bar titled "assignment of mortgage";
- vii. The purported Original Lender, its agents, successors and assigns, including the purported Creditor herein are obligated and responsible to adhere to the provision of New York State Trust laws under the binding PSA dated May 1, 2006 and filed with the SEC on June 1, 2006 required a transfer of only "qualified mortgage loans" by the May 16, 2006 closing date, the last transfer from GS Mortgage Securities Corp. as the "Depositor";
- viii. The purported Original Lender, its agents, successors and assigns, including the purported Creditor herein are obligated and responsible to adhere to the



provision binding PSA which prohibits any act that would cause the trust entity to not qualify as a REMIC; and

- ix. The purported Original Lender, its agents, successors and assigns, including the purported Creditor herein are obligated and responsible to adhere to the provision binding PSA is governed by New York Law for which N.Y. Est. Powers & Trusts Law § 7-2.4 renders any acts in contravention of the PSA, void (not voidable)

provision binding PSA which prohibits any act that would cause the trust entity to not qualify as a REMIC; and

- ix. The purported Original Lender, its agents, successors and assigns, including the purported Creditor herein are obligated and responsible to adhere to the provision binding PSA is governed by New York Law for which N.Y. Est. Powers & Trusts Law § 7-2.4 renders any acts in contravention of the PSA, void (not voidable).

45. Despite the foregoing knowledge, the purported Creditor and its Counsel have misrepresented to this Court that the purported Creditor has standing to invoke the Court's jurisdiction to foreclose in the State Court and lifting of the automatic stay by presenting false statements and certifications, together with counterfeit and *void ab initio* instruments that were crafted with the sole purpose of deceiving this honorable courts into entering a judgment for foreclosure and sale. (See United States v. Agurs, 427 U.S. 97, 107 (1976) and Miller v. Paste, 386 U.S. 1 (1967) (finding that a deliberate misrepresentation of truth to a jury is a violation of due process); Caldwell v. Mississippi, 472 U.S. 320 (1985) (fining that an uncorrected, misleading statement of law to a jury violated due process); Darden v. Wainwright, 477 U.S. 168, 181-82 (1986) (improper argument and manipulation or misstatement of evidence violates Due Process). Cf. Mesarosh v. United States, 352 U.S. 1, 14 (1956) (reversing convictions based on Solicitor General's disclosure that an important government witness had committed perjury in other proceedings, stating that the Court had a duty "to see that the waters of justice are not polluted").

39. Furthermore, the purported Creditor and its Counsel are fraudulently concealing from the Court the existence and location of a transferable record<sup>14</sup> a/k/a "eNote"

---

<sup>14</sup> In 1998, Revised U.C.C. Article 9 governing secured lending was updated to permit the creation of electronic chattel paper (ECP). Traditional chattel paper is used widely in some sectors of the US economy to finance equipment purchases in part because a chattel paper financiers who perfects by taking possession can achieve priority over a pre - existing secured lender who perfected by filing. Revised U.C.C. § 9 - 105 defined a new form of control over ECP that would be treated as equivalent to possession of

that:

- i. was made part of the disputed “mortgage” transaction at bar dated February 24, 2006;
- ii. was assigned an eighteen digit “Mortgage Identification Number” (hereby “MIN”) of 1004252-4000648365-2<sup>15</sup> which is inserted into the first page of the disputed first priority “mortgage” lien at bar;
- iii. was and still is registered in the MERS® eRegistry<sup>16</sup>; and
- iv. constitutes an electronic negotiable instrument worth at least \$448,000.00.

46. Additionally, the DBNTC (a member of MERSCORP) and opposing counsel are attempting to deceive this court by naming MERS a defendant by misrepresenting MERS as “nominee” for First Franklin as the Party in possession of the second priority “Mortgage” and “Note” also dated February 24, 2006, yet knowing otherwise to be true, because MERS is not a document custodian for “mortgage loans”, and MERS has never taken an economical or beneficial interest in the same.

47. A well-known treatise describes the application of the unclean hands doctrine as follows:

---

traditional chattel paper, permitting chattel paper financiers to retain their super priority status with electronic documents.

<sup>15</sup> See page 69 (72 of 75) of <http://www.mersinc.org/join-mers-docman/979-mers-system-rules-final-1/file> (last checked September 21, 2016) for the “MERS® System Rules of Membership” (Effective Date: 09/01/2015), describing a Mortgage Identification Number (MIN) is “a unique 18 - digit number composed of the 7 - digit Organization Identification Number (Org ID), the 10 - digit sequence number, and the check digit.

<sup>16</sup> See Exhibit 5 for <http://mersinc.org/join-mers/mers-eregistry> (last checked September 21, 2016) declaring that the MERS® eRegistry is: “... the legal system of record that identifies the owner (Controller) and custodian (Location) for registered eNotes and that provides greater liquidity, transferability and security for lenders. Why the MERS® eRegistry? The MERS® eRegistry is essential in the eMortgage world. It saves money and prevents confusion about who owns the eNote. Lenders today are closing eNotes and selling them into the secondary market through the MERS® eRegistry. When selling eNotes to Fannie Mae and Freddie Mac, both agencies require that lenders use the MERS® eRegistry. The MERS® eRegistry fulfills the “Safe Harbor” requirements in the state-led Uniform Electronic Transactions Act (UETA) and ESIGN (Electronic Signatures in Global and National Commerce Act of 2000) adopted by Congress.”

"Whenever a party, who, as an actor, seeks to set the judicial machinery in motion and obtain some remedy, has violated conscience or good faith, or other equitable principles, in his prior conduct, then the doors of the court will be shut against him *in limine*; the court will refuse to interfere on his behalf, to acknowledge his right, or to award him any remedy." 2 Pomeroy, Equity Jurisprudence, § 397 (5th ed. 1941).

(Citing Reiner v. North Amer. Newspaper Alliance (259 N.Y. 250, 256): "[clean hands] defense is allowed not as a protection to a defendant, but as a disability to the plaintiff." See also Riggs v. Palmer (115 N.Y. 506, 511) stating that the courts will not let a plaintiff "profit by his own fraud, or \* \* \* take advantage of his own wrong, or \* \* \* found a claim upon his own iniquity, or \* \* \* acquire property by his own crime."; Citing Primeau v. Granfield, 193 Fed. 911, 912, 114 C.C.A. 549 (2 Cir. 1911), certiorari denied 225 U.S. 708, 32 S. Ct. 839, 56 L. Ed. 1267 (1912), wherein the court stated:

"Interwoven with these elementary equitable principles are those considerations of public policy which require the fostering of common honesty. A court of justice does not sit for the promotion of fraud or illegality. It is no part of its function to aid any party to a fraudulent or illegal scheme in carrying it out; in adjusting its accounts, or in dividing its spoils.)"

### III. CONCLUSION

**WHEREFORE**, the Debtor respectfully moves the court for an Order denying the purported Creditor relief from the Automatic Stay in this case, and an order disallowing their claim with prejudice, and sanction Deutsche Bank and the Law Offices of Frenkel Lambert Weiss Weisman & Gordon LLP, and its attorney, Karen Sheehan, having perpetrated fraud upon the Court by resorting to perjury and false evidence knowing that the purported Creditor never had standing to invoke the Court's jurisdiction for relief from Stay in this action

For the good and sufficient reasons set forth herein, Debtor is entitled to an Order from the Court denying the purported Creditor's Motion for Relief from the Automatic Stay, and for such other and further relief as to the Court are just and proper.

Date: August 1, 2017

Respectfully submitted,



---

Everton Sterling,  
All Rights Reserved

Cc: Frenkel Lambert Weiss  
Weisman & Gordon LLP  
c/o Karen Sheehan, Esq.  
53 Gibson Street  
Bay Shore, New York 11706

Yann Geron,  
Chapter 7 Trustee  
Reitler Kailas & Rosenblatt LLC  
885 Third Avenue, 20<sup>th</sup> Floor  
New York, NY 1022

U.S Trustee  
Office of the United States Trustee  
201 Varick Street, Room 1006  
New York, N.Y. 10014

Richard W. Fox  
U.S Trustee  
Office of the United States Trustee  
201 Varick Street, Room 1006  
New York, N.Y. 10014

US BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

Case No. 14-12608-shl

In re:

Chapter 7

Everton Aloysius Sterling

Debtor.

**AFFIDAVIT**  
**OF EVERTON ALOYSIUS STERLING**  
**IN SUPPORT OF OPPOSITION**  
**TO MOTION FOR RELIEF FROM AUTOMATIC STAY**

STATE OF NEW YORK )  
 )ss:  
COUNTY OF BRONX )

I, Everton Aloysius Sterling, hereby makes the following statement under penalty of perjury of the laws of the United States of America per 28 U.S.C. § 1746, in Opposition to the Motion for Relief from the Automatic Stay filed by Deutsche Bank and Frenkel Lambert Weiss Weisman & Gordon LLP, c/o Karen Sheehan, Esq., 53 Gibson Street Bay Shore, New York 11706, , and sanction purported Creditor in this action with prejudice:

I, Everton Aloysius Sterling, have personal firsthand knowledge of the statements made by me in the foregoing Opposition to the Motion for Relief from the Automatic Stay. I affirm under penalty of perjury that those statements are true and correct to the best of my knowledge and belief, and as to those matters for which I have no personal firsthand knowledge, I believe them to be true.

1. On May 16, 2006, a 424B5 Prospectus dated March 31, 2006 was filed with the U.S. Securities & Exchange Commission (hereby "SEC") on which can be seen in its entirety:

<https://www.sec.gov/Archives/edgar/data/807641/000112528206002867/b413283>

424b.txt

- (last checked September 21, 2016, and the document alleges that FFMLT 2006-FF6 issued \$355,616,200.00 of certificates backed by 2,222 “mortgage loans” to be conveyed by the May 16, 2006 closing date).
2. On June 1, 2006, Deutsche Bank National Trust Company (hereby “DBNTC”) as trustee for FFMLT 2006-FF6 filed a Pooling and Servicing Agreement (hereby “PSA”) dated May 1, 2006 with the SEC that can be viewed in its entirety at <https://www.sec.gov/Archives/edgar/data/1361697/000091412106001987/gs902892-ex4.txt> (last checked September 21, 2016).
  3. On June 27, 2008, I was conveyed title to the property known as 726 East 219 Street, Bronx, NY 10467 (hereby “subject property”) from Howard White by way of a deed dated the same, and recorded by the New York City Register on March 6, 2009 (See Exhibit 9).
  4. On July 24, 2008, the law firm of Steven J. Baum, P.C. filed the foreclosure complaint (Index No. 381213-2008) at bar naming Howard White as a defendant along with MERS as the asserted owner in possession of the second “paper note” and “mortgage” signed by Howard White on Feb. 24, 2006, and asserted the Plaintiff was in possession of the first “paper note” and “mortgage” signed by Howard White on Feb. 24, 2006 by way of an “assignment” that had yet to be recorded.
  5. On July 28, 2008, after the complaint for foreclosure at bar was filed on July 24, 2008 by the Plaintiff, the New York City Register recorded a void instrument asserting that MERS as nominee for First Franklin transferred the first lien “mortgage” and “paper note” worth \$448,000.00 to DBNTC as trustee for FFMLT 2006-FF6 on May 1, 2008 (See Exhibit 6).
  6. MERS never had possession and or ownership of the first or second priority



- “mortgage” and “paper note” instruments signed by Howard White on February 24, 2006.
7. MERS and its parent company, MERSCORP Inc. a/k/a MERSCORP Holdings, Inc. (hereby “MERSCORP”) itself admits that neither are document custodians with possession of “mortgage loans”, neither takes any economical or beneficial interest in “mortgage loans”, and neither has authority to transfer, sell, and or assign “mortgage loans” (See Exhibits 1 through 4).
  8. It’s a matter of fact and law that MERS has no employees, and since MERS has no employees it cannot execute an assignment.
  9. There is no evidence, by way of a power of attorney, either recorded by the New York City Register, or submitted to this court to validate the assertion made by the purported Creditor that MERS was an agent for First Franklin as of February 24, 2006 or May 1, 2008.
  10. There is no doubt that Section 2.01 from the aforementioned PSA for DBNTC as trustee for FFMLT 2006-FF6 that was filed with the SEC on June 1, 2006, required a true sale and conveyance of qualified “mortgage loans” by the May 16, 2006 closing date, the last transfer by GS Mortgage Securities Corp. as the depositor in order for the issuing entity (FFMLT 2006-FF6) to qualify as a Real Estate Mortgage Investment Conduit (hereby “REMIC”) pursuant to 26 U.S.C. § 860(a)(3)(i)(iii).
  11. There is no doubt that Section 10.03 from the aforementioned PSA for FFMLT 2006-FF6 declares the PSA should be construed in accordance with and governed by the substantive laws of the State of New York for which New York Estates, Powers & Trusts Law Section 7-2.4 which renders any act in contravention of the trust void.

12. There is no doubt that DBNTC as trustee for FFMLT 2006-FF6 never took possession of the first “paper note” and “mortgage” worth \$448,000.00 that was signed by Howard White on February 24, 2006.
13. The aforementioned void instrument titled “assignment of mortgage” that was recorded upon the subject titled by the New York City Register on July 28, 2008 and submitted to this Court was prepared by National City Home Loan Services, Inc. using the title “Home Loan Services” with the same address of City Home Loan Services.
14. The name and alleged signature of Sharon D. Maerle is affixed to the aforementioned instrument titled “assignment of mortgage” asserting that she / he appeared before Pittsburgh, PA notary public Eva Gaal on May 1, 2008 as a “Vice President” of MERS as nominee for First Franklin with possession of the first “paper note” and “mortgage” signed by Howard White on February 24, 2006.
15. On April 7, 2010 in Bank of New York as trustee vs. Victor Ukpe, et al. (Superior Court of New Jersey, Docket No. F-10209-08), MERSCORP officer William Hultman was deposed and admitted under penalty for perjury that MERS has never had employees, and I reiterate, they cannot execute any assignments.
16. I have located the LinkedIn® profile for Sharon D. Maerle (last checked September 21, 2016), declaring she was an employee of National City Home Loan Services, Inc., not MERS, as of May 1, 2008 (See Exhibit 8).
17. I have also located another instrument titled “assignment of deed of trust” recorded by the Forsyth County, NC recorder of deeds on March 8, 2010 that displays the name and alleged signature of Sharon D. Maerle as an Vice President of First Franklin (not MERS), alleging to have appeared before Pittsburgh, PA notary public Eva Gaal whose seal appears within the “assignment” instrument upon the

subject title as of July 28, 2008 where Sharon D. Maerkle's name and alleged signature appears as a "Vice President" of MERS (not First Franklin) (See Exhibit 7, compare with Exhibit 6).

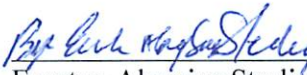
18. Upon examining the alleged "true copy" of the first "paper note" submitted to this Court by the purported Creditor and its counsel, the instrument, if it is indeed valid, is still payable to First Franklin as the lender, and there are no indorsements by First Franklin to effectuate a transfer. See Exhibit 10.

19. The purported Creditor and opposing counsel are fraudulently concealing from this Court the existence and location of at least one transferable record a/k/a "eNote" that:


- v. was made part of the disputed "mortgage" transaction at bar dated February 24, 2006;
- vi. was assigned an eighteen digit "Mortgage Identification Number" (hereby "MIN") of 1004252-4000648365-2 which is inserted into the first page of the disputed first priority "mortgage" lien at bar;
- vii. was and still is registered in the MERS® eRegistry; and
- viii. constitutes an electronic negotiable instrument worth at least \$448,000.00.

Date: August 1, 2017.

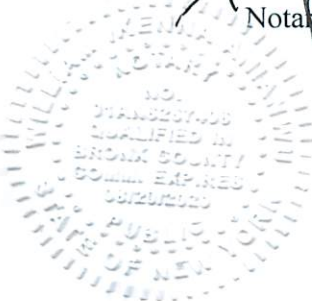
Respectfully,

  
Everton Aloysius Sterling  
All Rights Reserved

Sworn to Before Me This  
1<sup>st</sup> day of August, 2017.

  
Notary

WILLIAM IKENNA ANIANWU  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01AN6267406  
Qualified In Bronx County  
My Commission Expires 08-20-2020



## **EXHIBIT B**

## **A.G. Schneiderman Announces \$4 Million Settlement With New York Foreclosure Law Firm Steven J. Baum P.C. And Pillar Processing LLC**

***Top Two Attorneys At Firm, Steven J. Baum and Brian Kumiega, Barred From  
Representing Lenders Or Servicers In New Foreclosure-Related Cases For Two Years***

***Largest Foreclosure Law Firm Settlement In The Nation Related To Improper Legal  
Filings, Includes \$2M In Assistance For Homeowners Facing Foreclosure***

***Schneiderman: Baum Firm Cut Corners In Order To Maximize The Number Of Its  
Foreclosure Filings And Its Profits***

NEW YORK - Attorney General Eric T. Schneiderman today announced an agreement with Steven J. Baum P.C. ("Baum Firm"), Pillar Processing, LLC ("Pillar"), Steven J. Baum, and Brian Kumiega requiring them to pay \$4 million to New York State in penalties, costs and fees, which will be used in part for programs that offer assistance to homeowners facing foreclosure or victims of predatory lending practices. The agreement stems from abuses in their foreclosure-related legal work. Baum Firm founder Steven J. Baum and managing partner Brian Kumiega also agreed to not represent lenders or servicers in new foreclosure-related cases for a period of two years. Until ceasing most of its operations on or about December 31, 2011, the Baum Firm was the largest foreclosure firm in New York State.

Between 2007 and 2010, the Baum Firm filed over 100,000 foreclosure proceedings and represented many of the largest servicers of residential mortgage loans, including Wells Fargo, JPMorgan Chase, Bank of America, HSBC and Citibank. Pillar was formed by Steven J. Baum in 2007 to handle the bulk of the Baum Firm's highly compartmentalized foreclosure process. None of the Pillar employees were attorneys.

**"The Baum Firm cut corners in order to maximize the number of its foreclosure filings and its profits," said Attorney General Schneiderman. "This settlement demonstrates that my office will not allow New York homeowners to face the drastic consequence of foreclosure based upon inaccurate documents filed in court. Foreclosure law firms must ensure that their client has the authority to sue and is the rightful holder or assignee of the note and the mortgage before filing cases."**

Two million dollars of the settlement funds will be added to the \$1 million already announced by Attorney General Schneiderman in January, to aid New Yorkers in foreclosure or at imminent risk of foreclosure.

The Attorney General's investigation found that the Baum Firm routinely brought foreclosure proceedings without taking appropriate steps to verify the accuracy of the allegations or the plaintiff's right to foreclose. From at least 2007 through sometime in 2009, Baum Firm attorneys repeatedly verified complaints in foreclosure actions stating, among other things, that the plaintiff was "the owner and holder of the note and mortgage being foreclosed," when, in many securitized loan cases, the Baum Firm did not have documentary proof that the plaintiff was the owner and holder of the note and mortgage.

Complaints were prepared in an assembly-line fashion by non-attorney Pillar employees with inadequate attorney supervision. Baum Firm attorneys also improperly verified and notarized these complaints. Attorneys routinely signed complaint verifications -- which stated, among other things, that the attorneys had read the complaints and knew their contents -- without reviewing the contents of the complaints or the underlying documents such as the original note or mortgage or any mortgage assignments.

During certain time periods, attorneys often did not see complaints after they were prepared by Pillar employees. Instead, attorneys pre-signed and notarized verification and certification pages that were subsequently attached to the complaints and filed with the county clerks. Even after the practice of attaching pre-



signed and notarized verification and certification pages changed, attorneys continued to verify complaints without reading them. Until sometime in 2011, the Baum Firm also failed to properly notarize documents signed by its attorneys. Baum Firm attorneys routinely signed documents without being in the notaries' presence, and when documents were signed prior to notarization, did so without the required oath being administered. Indeed, some notaries even notarized documents that were signed by an attorney who was not present in the state at the time the documents were notarized.

The Baum Firm also repeatedly failed to timely file the Request for Judicial Intervention (RJI) required to be filed in residential foreclosure actions and a court-required affirmation attesting to the accuracy of the foreclosure summons and complaint. New York Chief Judge Jonathan Lippman implemented the attorney affirmation requirement in October 2010 in response to revelations of widespread deficiencies in foreclosure filings nationwide, including the execution of affidavits without personal knowledge of the facts, a practice referred to as "robo-signing." The filing of the RJI triggers the scheduling of a settlement conference where potential loan modification options are explored, and also leads to notice being sent to local housing counselors that a homeowner is at risk of foreclosure so that counselors can reach out to the homeowner to provide assistance. Many homeowners were denied this assistance as a result of the Baum Firm's failure to file RJIs in a timely manner.

**Rebecca Case-Grammatico, Senior Staff Attorney, Empire Justice Center** said: "Empire Justice Center applauds Attorney General Schneiderman for his successful settlement with the Stephen J. Baum Law Firm and his continued support for advocates assisting homeowners facing foreclosure. We truly appreciate that settlement funds from this case will be committed to providing much-needed funding for legal services to help correct the injustices in many of these cases which are still pending in the courts. We look forward to continuing to work with the Attorney General to deliver justice for the homeowners of New York."



**Elizabeth Lynch, Staff Attorney, MFY Legal Services** said: "We applaud the Attorney General's leadership in making these entities accountable to the people of New York State. For too long, foreclosure law firms like Steven J. Baum P.C. have wreaked havoc on homeowners, and this settlement sends a signal that New York State will not tolerate such improper conduct. But Steven J. Baum is not off the hook yet. MFY represents a class of people adversely affected by his deceptive practices and our clients look forward to vindication of their rights."

The Baum Firm, which the Attorney General began formally investigating in April 2011, has been the target of much criticism. Various courts have found that cases brought by the Baum Firm failed to adequately demonstrate the basis for the relief sought or that the legal documents contained an error. This past November, the Baum firm reported that it was shutting down its operations after Fannie Mae and Freddie Mac announced that mortgage servicers could no longer use the Baum Firm to handle foreclosures.

The settlement is the most recent part of the Attorney General's comprehensive investigation of misconduct in the mortgage market. The Attorney General's investigation seeks to hold banks and their agents accountable for their role in the foreclosure crisis, provide meaningful relief to homeowners and investors, and provide a full description of the facts to ensure that mortgage abuses of this scale do not happen again.

The Attorney General has taken a number of important steps in furtherance of these goals, including securing more than \$130 million for struggling New Yorkers as part of a national settlement with the nation's top five mortgage servicers and filing a major lawsuit against the nation's largest banks and Mortgage Electronic Registrations System, Inc. for deceptive and fraudulent foreclosure filings. The Attorney General was also recently selected by President Obama to co-chair a federal-state task force investigating mortgage fraud.

**The settlement resolves claims that the Baum Firm, Pillar, Steven J. Baum, and Kumiega violated New York Executive Law § 63(12) and General Business Law § 349.**

**New York homeowners who believe their homes were foreclosed based upon false or inaccurate documents filed in court should seek representation from an attorney. They may also file a complaint with the New York Attorney General's Bureau of Consumer Frauds & Protection by calling 800-771-7755 or visiting [www.ag.ny.gov](http://www.ag.ny.gov).**

**The investigation was handled by Assistant Attorneys General Laura J. Levine and Jim Morrissey and Special Counsel Mary Alestra under the supervision of Deputy Bureau Chief of the Bureau of Consumer Frauds & Protection Jeffrey K. Powell, Bureau Chief Jane M. Azia, and Executive Deputy Attorney General for Economic Justice Karla G. Sanchez.**

**New York City Press Office: (212) 416-8060**

**Albany Press Office: (518) 776-2427  
[nyag.pressoffice@ag.ny.gov](mailto:nyag.pressoffice@ag.ny.gov)**

**The People of the State of New York v. Maurice  
R. Greenberg & Howard I. Smith**

**A.G. Schneiderman Announces Take Down Of  
Massive Organized Theft Ring: "Operation  
Sticky Fingers"**

**EXHIBIT B1**

BUSINESS

# Foreclosure mill law firm Steven J. Baum P.C. shuts down

By Paul Tharp

November 21,

What's in this law firm's wallet?

New York state's beleaguered, largest foreclosure law firm — which today announced plans to shut down in the face of a firestorm action — has allegedly failed to turn over about \$130,000 owed to three people whose co-ops were foreclosed on, and could be millions of dollars of hundreds of other people's money without those people knowing, The Post has learned.

ADVERTISING

A

---

Steven J. Baum P.C.'s move to shutter came a week after it was made ineligible to get new referrals on any Fannie Mae or Freddie mortgages — essentially a death knell for the controversial firm. The two federally backed mortgage giants moved in the face of complaints about questionable legal filings by Baum.

On Friday, a Brooklyn lawyer sued Baum claiming that the firm repeatedly ignored his attempts to obtain about \$130,000 for three whose co-ops were foreclosed on and later sold off in Baum-supervised auctions.

The lawyer, Andrew Tilem, said that given Baum's vast foreclosure business there could actually be "millions of dollars" more be from hundreds of others.

"I think this is the tip of the iceberg," said Tilem, who filed the three suits in Brooklyn Supreme Court on behalf of the three former owners Friday after his phone calls and letters to Baum went unanswered for months.

Tilem insisted that he already knows of about a dozen other people who are each owed between \$2,000 and \$100,000 by Baum which handled the sales of their foreclosed co-ops on behalf of lenders.

The money was left over after payments to the mortgage holder, maintenance fees and other costs.

7/31/2017

Foreclosure mill law firm Steven J. Baum P.C. shuts down | New York Post

Baum already is under investigation by the New York Attorney General's Office for foreclosure work unrelated to the money withheld from foreclosed co-op owners.

"There's nobody you can trust anymore. It's disappointing," said retiree Richard Adler, 69, one of Tilem's clients who is suing.

Richard Adler said he is owed about \$80,000 from Baum for the February 2010 sale of his foreclosed Queens apartment.

"I could use the money because I have a lot of expenses. My wife has liver cancer. You know how much that costs, all the medical everything?" he said.

Another Tilem client, guitar-store worker Eugene Glebas, 63, of Manhattan said he is suing Baum to reclaim the \$45,000 he's all owed from the 2007 sale of his foreclosed co-op.

"I don't understand how somebody lets [Baum] hold my money," he said.

Last month, the firm, without admitting wrongdoing, agreed to pay \$2 million to the federal government to settle the Manhattan Attorney's investigation into its alleged misleading documentation in foreclosures. The US Justice Dept. put the firm under monitoring supervision under the settlement.

In the past two weeks, federally backed lenders Fannie Mae and Freddie Mac also banned Baum's firm from getting any new for other legal business from banks that service their mortgages.

When notified Friday by The Post of Tilem's claims, Baum within hours agreed to pay his clients, asked him not to file the suits and that they "apologize for the delayed response."

A company spokesman noted that the regulation that controls how co-ops are foreclosed "does not address how surplus monies left over after the sale of a unit — should be handled.

"The firm places such surplus funds in its [trust account]. Upon appropriate demand, the funds are released," the company said. operating procedures in these matters are proper."

But when asked how much total money was in such accounts, the company replied, "We cannot provide a total amount because the account is used for other things such as deposits on contracts and other matters."

A spokesman for state Attorney General Eric Schneiderman — asked if the AG was aware of Baum potentially holding huge amounts of money from foreclosed co-ops — said, "While we cannot comment on ongoing investigations [Schneiderman] will continue to bring accountability to the firms responsible for the mortgage crisis, and put an end to the abusive foreclosure practices that have devastated families across the state."

More than 100 lawyers and employees expect to lose their jobs from Baum's shuttering but some bankruptcy defense lawyers welcomed the news.

"It's about time to stop this fraud on the courts, but why has it taken so long?" said Linda Tirelli, a White Plains consumer-bankruptcy lawyer and one of Baum's more outspoken critics.

She said the Amherst, NY, firm has poured more than 100,000 questionable documents into Rockland County courts alone, where authorities were said to be reviewing Baum's actions following a criminal indictment last week in Nevada that was linked to allegedly doctored documents supplied by the Baum firm in other cases in New York.

The shutdown, first reported by the Buffalo News, was disclosed in regulatory filings by Baum regarding a Worker Adjustment and Retraining Notice required ahead of plant or company closings.

Baum said in a statement, "Disrupting the livelihoods of so many dedicated and hard-working people is extremely painful, but th  
much business left us no choice but to file these notices."

Recommended I

**EXHIBIT B2**

**The New York Times**

# Foreclosure Firm Steven J. Baum to Close Down

By Peter Lattman November 21, 2011 2:51 pm

A law firm that had become a lightning rod in the controversy over mortgage-foreclosure practices has shut down, costing 89 employees their jobs.

The Steven J. Baum P.C. law firm, which has offices in Amherst, N.Y., and Westbury, N.Y., has filed papers with government agencies notifying them that it plans to close. It made the filings under a federal law requiring employers to provide notice before mass layoffs.

“Disrupting the livelihoods of so many dedicated and hardworking people is extremely painful, but the loss of so much business left us no choice but to file these notices,” said Mr. Baum in a statement issued on Monday. A firm spokesman said it would have no further comment beyond the release.

Mr. Baum and his colleagues have come under fire for their foreclosure-related legal work. They are one of numerous firms across the country that represent banks and services in trying to



foreclose on the millions of homeowners who have defaulted on their loans. Some of these firms' aggressive, and, in some cases, duplicitous practices, have earned them the moniker "foreclosure mills."

The Baum firm's tactics, which included the "robo-signing" of documents, has been among the most criticized. Last year, a state court judge in Brooklyn called one foreclosure filing from the Baum firm "incredible, outrageous, ludicrous and disingenuous."

Last month, the firm struck a settlement with the United States attorney's office in Manhattan, which had been investigating the Baum firm and whether, on behalf of its lender clients, it filed misleading legal papers to expedite foreclosures. The firm agreed to pay a \$2 million penalty and vowed change its practices to resolve the case.

"In mortgage foreclosure proceedings, there are no excuses for sloppy practices that could lead to someone mistakenly losing their home," Preet S. Bharara, the United States attorney in Manhattan, said in a statement at the time of the settlement. "Homeowners facing foreclosure cannot afford to have faulty paperwork or inadequate evidence submitted, and today's agreement will help minimize that risk."

But despite its settlement with the federal government, the firm's fortunes worsened this month after The New York Times published photos of a Halloween party at the Baum firm showing

employees wearing costumes mocking people who had lost their homes.

After those photos surfaced, the mortgage giants Freddie Mac and Fannie Mae cut off the Baum firm, forbidding servicers of their mortgages from using Mr. Baum and his colleagues. That effectively served as the firm's death knell.

On Saturday, Joe Nocera, The Times columnist who originally wrote about the firm's Halloween party, published another column about the controversy. In it, he quoted an e-mail that Mr.

9 ~~One subscription ends~~ Baum had sent him last week.

SEE MY OPTIONS

Subscriber login

"Mr. Nocera — You have destroyed everything and everyone related to Steven J. Baum PC," said the letter. "It took 40 years to build this firm and three weeks to tear down."

"I think that's what they call shooting the messenger," Mr. Nocera wrote.

## **EXHIBIT 1**

Morgan, Lewis & Bockius LLP  
5300 Wachovia Financial Center  
200 South Broadway Boulevard  
Miami, FL 33131-2339  
Tel. 305 415 3000  
Fax. 305 415 3001  
www.morganlewis.com

**Morgan Lewis**  
COUNSELORS AT LAW

Robert M. Brochin  
305 415 3458  
rbrochin@morganlewis.com

February 11, 2011

**BY FEDERAL EXPRESS**

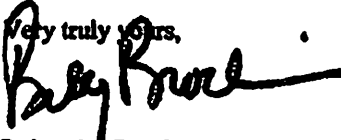
The Honorable Walter R. Barisonek  
(Special Master)  
Union County Courthouse  
2 Broad Street  
Courtroom 101  
Elizabeth, New Jersey 07207

Re: *In the Matter of Residential Mortgage Foreclosure Pleadings and Document  
Irregularities*  
Administrative Order 01-2010: Docket No. F-238-11

Dear Judge Barisonek:

This firm is counsel to Respondent Mortgage Electronic Registration Systems, Inc. ("MERS"). Enclosed please find the Certification of Mortgage Electronic Registration Systems, Inc. in Response to Administrative Order 01-2010. A copy will also be provided electronically to the Superior Court Clerk as mandated by the Supplemental Administrative Order Directing Submission of Information by Residential Mortgage Foreclosure Plaintiffs Concerning Their Document Execution Practices entered by Judge Grant on January 31, 2011.

Very truly yours,



Robert M. Brochin

Enclosure

c: Superior Court Clerk (by email SCCOForeclosure.Mailbox@judiciary.state.nj.us)

**FILED Feb 11, 2011**

**MORGAN LEWIS & BOCKIUS LLP**  
502 Carnegie Center  
Princeton, New Jersey 08540-6289  
Telephone: (609) 919-6614  
Facsimile: (609) 919-6639

**MORGAN LEWIS & BOCKIUS LLP**  
5300 Wachovia Financial Center  
200 South Biscayne Boulevard  
Miami, Florida 33131  
Telephone: (305) 415-3456  
Facsimile: (305) 415-3001

*Attorneys for Mortgage Electronic  
Registration Systems, Inc.*

**IN THE MATTER OF RESIDENTIAL  
MORTGAGE FORECLOSURE PLEADING  
AND DOCUMENT IRREGULARITIES**

**Administrative Order 01-2010  
Docket # F-238-11**

**CERTIFICATION OF MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS,  
INC. IN RESPONSE TO ADMINISTRATIVE  
ORDER 01-2010**

**I, Brandle H. Peebles, of full age, certify as follows:**

- 1. I have been employed as an in-house counsel by MERSCORP, Inc.  
("MERSCORP") – the parent company of Mortgage Electronic Registration Systems, Inc.  
("MERS") – since January, 2008, and I am responsible for monitoring litigation involving  
MERS and advising local counsel who represents MERSCORP and MERS.**
- 2. I am submitting this Certification in response to the Administrative Order  
Directing Submissions Of Information From Residential Mortgage Foreclosure Plaintiffs  
Concerning Their Document Execution Practices To A Special Master (No. 01-2010) entered on  
December 20, 2010 and the Supplemental Administrative Order entered on January 31, 2011  
(collectively, the "Administrative Order").**

**A. MERS and MERSCORP, Inc. Are Neither Lenders Nor Mortgage Servicers**

3. MERS is a Delaware corporation with its principal place of business in Reston, Virginia. MERS is a wholly owned subsidiary of MERSCORP, a membership organization formed by and comprised of lenders, servicers, and other industry companies in the mortgage market. MERSCORP owns and operates the MERS® System, which is an electronic registration system that tracks changes in both the beneficial ownership interests in, and servicing rights to, mortgage loans that are registered on the system as they change hands throughout the life of the loans.

4. MERS and MERSCORP are not lenders.

5. MERS and MERSCORP are not servicers of loans, and neither MERS nor MERSCORP services loans.

6. When a member of MERSCORP lends money to a borrower, in certain instances it secures the repayment of loans with a mortgage that names MERS as the mortgagee of record, as the nominee of the lender and its successors and assigns. Two of the documents that are typically obtained from a borrower at the time of loan origination are: (1) a promissory note; and (2) a mortgage instrument granting secured interests in the property as collateral to repay the note. Attached as Exhibit "A" is an example of a mortgage that names MERS as the mortgagee of record as the nominee for the lender (i.e., the MERSCORP member), and the lender's successors and assigns (i.e., other MERSCORP members).

7. The promissory note is typically a negotiable instrument under Article 3 of the Uniform Commercial Code, and as such, it is often bought and sold. The mortgage or secured instrument, as distinguished from the note, establishes a lien on the property that secures

the repayment of the loan. It is the mortgage, not the note, that is recorded in the public, local land records.

8. Two aspects of the mortgage loan are then usually bought and sold – the servicing rights and the beneficial ownership interests. The servicing rights include the right to collect monthly escrow, principal, and interest payments from the borrower, and the beneficial ownership interests include the right to receive the repayment of the loan itself.

9. MERS is not a mortgage servicer, nor does MERS own beneficial interests in promissory notes. Instead, MERS serves solely as the mortgagee of record on behalf of, or as the nominee for, the lender and for the lender's successors and assigns.

## **B. How MERS Works**

10. At loan origination, the lender (a member of MERSCORP) typically takes possession of the note (and becomes the holder of the note), and the borrower and lender designate MERS (as the lender's nominee) to serve as the mortgagee of record, whereby title to the lender's secured interest in the property is held by MERS as the lender's nominee or agent.

11. At the time of the loan origination, the borrower contractually agrees in the mortgage that MERS, as the nominee of the lender, will serve as the mortgagee of record. In the event of a default on the repayment of the loan, MERS is authorized to foreclose on the home. See Exhibit "A."<sup>1</sup>

---

<sup>1</sup> The MERS mortgage typically reads: "MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument ... Borrower understands and agrees that MERS holds only legal title to the [secured] interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors

12. Thus, under the mortgage contract, MERS is authorized by the debtor to foreclose on the debtor's property (i.e., the collateral for the loan) in the event of a default on the payment of the promissory note. After the borrower signs the mortgage, it is recorded in the public, local land records naming MERS as the mortgagee of record.

13. When MERS is the mortgagee, MERSCORP obtains information from its members regarding who owns the beneficial ownership interests and servicing rights to the mortgage loan. When the note is sold by the original lender to others, the sale of the note is tracked on the MERS® System, and MERS remains the mortgagee of record as long as a MERS member is involved with the note, and continues to act as the mortgagee of record as the nominee for the new beneficial owner of the note. The seller of the note need not assign the mortgage because MERS remains the mortgagee of record as the nominee for the purchaser of the note, who is the lender's successor and assign.

14. This relationship is memorialized in the security instrument that the borrower signs and is a party to, as well as by the MERSCORP membership agreements that are entered into between MERS, MERSCORP, and its members.

15. If, however, a MERSCORP member is no longer involved with the note after it is sold, an assignment from MERS to the non-MERSCORP member is provided by MERS, that assignment is recorded in the county where the real estate is located, and the mortgage is "deactivated" from the MERS® System.

---

and assigns) has the right to exercise any and all of those interests, including but not limited to the right to foreclose and sell the Property . . ." *Id* (emphasis in original).



**C. MERS as Plaintiff in New Jersey Foreclosure Proceedings**

16. A borrower's relationship for the repayment of the loan is not with MERS, but rather is with the mortgage servicer. MERS is not responsible for the day-to-day management of loan accounts, handling customer inquiries, collecting and crediting loan payments, payment of taxes and insurance, engaging in loss mitigation efforts to keep borrowers in their homes, and pursuing foreclosure. The mortgage loan servicer generally engages local foreclosure counsel and directs the foreclosure action as the client contact of the foreclosure firm. This is true regardless of whether the foreclosure is brought in the name of the servicer, in the name of the owner of the beneficial interests in the loan, or in the name of MERS – a decision guided by the servicer's agreement with the owner or holder of the note or debt instrument.

17. Unlike other respondents to the Administrative Order, MERS is neither a lender nor a servicer. Instead, lenders and servicers are members of MERSCORP. A complete list of MERSCORP's members is available on <http://www.mersinc.org>.

18. MERS operates in part through a network of Certifying Officers, who are appointed as officers with limited authority to act on behalf of MERS. Such Certifying Officers are officers of the members or they are third parties with whom the members have a relationship (frequently attorneys). Members may request a corporate resolution appointing a Certifying Officer under the MERS Rules of Membership.

19. MERS Certifying Officers are appointed by corporate resolution as Vice Presidents and Assistant Secretaries of MERS. The corporate resolution authorizes the Certifying Officer to act on behalf of MERS in order to carry out specific functions identified in

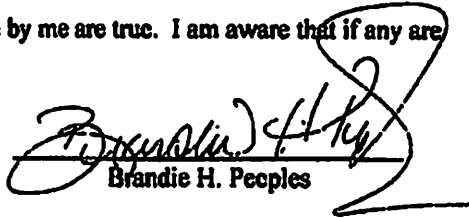
the corporate resolution. MERS Certifying Officers are only authorized to exercise their authority under the corporate resolution with respect to loans that are registered to the member on the MERS® System. A copy of the standard corporate resolution used by MERS to appoint an officer of a MERSCORP Member as a MERS Certifying Officer is attached as Exhibit "B."

20. When accepting a position as a MERS Certifying Officer, the employee of the lender or servicer is expected to carry out his or her duties as a Certifying Officer in compliance with all applicable laws and regulations.

21. MERS also may appoint a third party such as an attorney as a MERS Certifying Officer. This appointment is pursuant to a signing authority agreement and corporate resolution. In such circumstances, MERS, MERSCORP, the member, and the third party enter into an agreement, in which all agree that the Certifying Officer is granted limited authority to act on behalf of MERS at the specific instruction of the member, and only with respect to loans registered to that member. The authority granted to the third party under a signing authority agreement and corporate resolution is more limited than that granted to a member under its corporate resolution. Additionally, the member is responsible for providing the third party with the appropriate instructions and information in order to perform their duties as a Certifying Officer.

22. Foreclosure actions brought in New Jersey in the name of MERS are filed and managed by the members (i.e. the lenders and/or the servicers). Such foreclosure proceedings are filed and managed by the lender and/or the servicer, through MERS Certifying Officers.

I certify that the foregoing statements made by me are true. I am aware that if any are willfully false that I am subject to punishment.

  
Brandie H. Peoples

Dated: February 11, 2011

## **EXHIBIT 2.**

**ELECTRONIC TRACKING AGREEMENT**

**GESTATION AGREEMENT**

Purchaser Org ID \_\_\_\_\_  
Seller Org ID \_\_\_\_\_

**THIS ELECTRONIC TRACKING AGREEMENT** dated as of \_\_\_\_\_  
(this "Agreement") among ("Purchaser"), MERSCORP Holdings, Inc. ("Electronic Agent"),  
Mortgage Electronic Registration Systems, Inc. ("MERS") and \_\_\_\_\_ ("Seller").

**WHEREAS**, the Purchaser has agreed to purchase from the Seller, from time to time at its election, Participation Certificates representing a 100% ownership interest in certain residential first mortgage loans (the "Mortgage Loans") pursuant to the terms and conditions of a Mortgage Loan Participation Sale Agreement dated as of \_\_\_\_\_ between the Purchaser and the Seller, as amended from time to time (the "Participation Agreement") and a Custodial Agreement dated as of \_\_\_\_\_ among \_\_\_\_\_ (the "Custodian"), the Purchaser, and the Seller, as amended from time to time (the "Custodial Agreement"); and

**WHEREAS**, the Seller is obligated to service the Mortgage Loans pursuant to the terms and conditions of the Participation Agreement and to complete all actions necessary to cause the issuance and delivery to the Purchaser of mortgage-backed securities based upon the Mortgage Loans issued or guaranteed by the Government National Mortgage Association ("GNMA"), the Fannie Mae ("Fannie Mae") or the Federal Home Loan Mortgage Corporation ("FHLMC") (GNMA, Fannie Mae and FHLMC are hereinafter referred to as an "Agency" and all such securities are hereinafter referred to as "Agency Securities"); and

**WHEREAS**, the Purchaser and the Seller desire to have certain Mortgage Loans registered on the MERS® System (defined below) such that the mortgagee of record under each Mortgage (defined below) shall be identified as MERS;

**NOW, THEREFORE**, the parties, intending to be legally bound, agree as follows:

**1. Definitions.**

Capitalized terms used in this Agreement shall have the meanings ascribed to them below.

"Agency Guide" shall mean, respecting GNMA Securities, the GNMA Mortgage-Backed Securities Guide; respecting Fannie Mae Securities, the Fannie Mae Selling Guide and the Fannie Mae Servicing Guide; and respecting FHLMC Securities, the Freddie Mac Sellers' and Servicers' Guide; in each case as such Agency Guide may be amended from time to time.

"Affected Loans" shall have the meaning assigned to such term in Section 4(b).

**5. Access to Information.**

Upon the Purchaser's request, the Electronic Agent shall furnish the Purchaser or its auditors information in its possession with respect to the MERS Designated Mortgage Loans and shall permit them to inspect the Electronic Agent's and MERS' records relating to the MERS Designated Mortgage Loans at all reasonable times during regular business hours.

**6. Representations of the Electronic Agent and MERS.**

The Electronic Agent and MERS hereby represent and warrant as of the date hereof that:

(a) each of the Electronic Agent and MERS has the corporate power and authority and the legal right to execute and deliver, and to perform its obligations under this Agreement, and has taken all necessary corporate action to authorize its execution, delivery and performance of this Agreement;

(b) no consent or authorization of, filing with, or other act by or in respect of, any arbitrator or governmental authority and no consent of any other Person is required in connection with the execution, delivery, performance, validity or enforceability of this Agreement;

(c) this Agreement has been duly executed and delivered on behalf of the Electronic Agent and MERS and constitutes a legal, valid and binding obligation of the Electronic Agent and MERS enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (whether enforcement is sought in proceedings in equity or at law);

(d) the Electronic Agent and MERS will maintain at all times insurance policies for fidelity and errors and omissions in amounts of at least three million dollars (\$3,000,000) and five million dollars (\$5,000,000) respectively, and a certificate and policy of the insurer shall be furnished to the Purchaser upon request and shall contain a statement of the insurer that such insurance will not be terminated prior to 30 days' written notice to the Purchaser.

**7. Covenants of MERS.**

MERS shall (a) not incur any indebtedness other than in the ordinary course of its business, (b) not engage in any dissolution, liquidation, consolidation, merger or sale of assets, (c) not engage in any business activity in which it is not currently engaged, (d) not take any action that might cause MERS to become insolvent, (e) not form, or cause to be formed, any subsidiaries, (f) maintain books and records separate from any other person or entity, (g) maintain its bank accounts separate from any other person or entity, (h) not commingle its assets with those of any other person or entity and hold all of its assets in its own name, (i) conduct its own business in its own name, (j) pay its own liabilities and expenses only out of its own funds, (k) observe all corporate formalities, (l) enter into transactions with affiliates only if each such transaction is intrinsically fair, commercially reasonable, and on the same terms as would be

available in an arm's length transaction with a person or entity that is not an affiliate, (m) pay the salaries of its own employees from its own funds, (n) maintain a sufficient number of employees in light of its contemplated business operations, (o) not guarantee or become obligated for the debts of any other entity or person, (p) not hold out its credit as being available to satisfy the obligation of any other person or entity, (q) not acquire the obligations or securities of its affiliates or owners, including partners, members or shareholders, as appropriate, (r) not make loans to any other person or entity or buy or hold evidence of indebtedness issued by any other person or entity (except for cash and investment-grade securities), (s) allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by any employee of any affiliate, (t) use separate stationery, invoices, and checks bearing its own name, (u) not pledge its assets for the benefit of any other person or entity, (v) hold itself out as a separate identity, (w) correct any known misunderstanding regarding its separate identity, (x) not identify itself as a division of any other person or entity, and (y) maintain adequate capital in light of its contemplated business operations.

MERS agrees that in no event shall MERS' status as mortgagee of record with respect to any MERS Designated Mortgage Loan confer upon MERS any rights or obligations as an owner of any MERS Designated Mortgage Loan or the servicing rights related thereto, and MERS will not exercise such rights unless directed to do so by the Purchaser.

**8. Covenants of Seller.**

(a) The Seller covenants and agrees with the Purchaser that with respect to each MERS Designated Mortgage Loan, it will not identify any party except the Purchaser in the field "interim funder" on the MERS® System.

(b) Seller will provide the Purchaser with a Mortgage Identification Number ("MIN") for each MERS Designated Mortgage Loan sold to the Purchaser for which MERS is the mortgagee of record.

**9. No Adverse Interest of the Electronic Agent or MERS.**

By execution of this Agreement, the Electronic Agent and MERS each represents and warrants that it currently holds, and during the existence of this Agreement shall hold, no adverse interest, by way of security or otherwise, in any MERS Designated Mortgage Loan. The MERS Designated Mortgage Loans shall not be subject to any security interest, lien or right to set-off by the Electronic Agent, MERS, or any third party claiming through the Electronic Agent or MERS, and neither the Electronic Agent nor MERS shall pledge, encumber, hypothecate, transfer, dispose of, or otherwise grant any third party interest in, the MERS Designated Mortgage Loans.

**10. Indemnification of the Purchaser.**

The Electronic Agent agrees to indemnify and hold the Purchaser and its designees harmless against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements, including reasonable attorneys' fees, that the Purchaser may sustain arising out of any breach by the Electronic Agent of this Agreement, the

**ELECTRONIC TRACKING AGREEMENT**

**WHOLE LOAN SALE AGREEMENT**

Purchaser Org ID \_\_\_\_\_

Seller Org ID \_\_\_\_\_

THIS ELECTRONIC TRACKING AGREEMENT dated as of \_\_\_\_\_, 200\_ (this "Agreement") among \_\_\_\_\_ ("Purchaser"), MERSCORP Holdings, Inc. ("Electronic Agent"), Mortgage Electronic Registration Systems, Inc. ("MERS") and \_\_\_\_\_ ("Seller").

WHEREAS, the Purchaser has agreed to purchase from the Seller, from time to time at its election, Mortgage Loans (the "Mortgage Loans") pursuant to the terms and conditions of a Mortgage Loan Purchase Agreement dated as of \_\_\_\_\_ between the Purchaser and the Seller, as amended from time to time (the "Purchase Agreement") and a Custodial Agreement dated as of \_\_\_\_\_ among \_\_\_\_\_ (the "Custodian"), the Purchaser, and the Seller, as amended from time to time (the "Custodial Agreement"); and

WHEREAS, the Seller is obligated to service the Mortgage Loans pursuant to the terms and conditions of the Purchase Agreement; and

WHEREAS, the Purchaser and the Seller desire to have certain Mortgage Loans registered on the MERS® System (defined below) such that the mortgagee of record under each Mortgage (defined below) shall be identified as MERS;

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

**1. Definitions.**

Capitalized terms used in this Agreement shall have the meanings ascribed to them below.

"Affected Loans" shall have the meaning assigned to such term in Section 4(b).

"Assignment of Mortgage" shall mean, with respect to any Mortgage, an assignment of the Mortgage, notice of transfer or equivalent instrument in recordable form, sufficient under the laws of the jurisdiction wherein the related mortgaged property is located to effect the assignment of the Mortgage upon recordation.

"MERS Procedures Manual" shall mean the MERS Procedures Manual attached as Exhibit B hereto, as it may be amended from time to time.

"MERS Designated Mortgage Loan" shall have the meaning assigned to such term in Section 3.



(d) the Electronic Agent and MERS will maintain at all times insurance policies for fidelity and errors and omissions in amounts of at least three million dollars (\$3,000,000) and five million dollars (\$5,000,000) respectively, and a certificate and policy of the insurer shall be furnished to the Purchaser upon request and shall contain a statement of the insurer that such insurance will not be terminated prior to 30 days' written notice to the Purchaser.

**7. Covenants of MERS.**

MERS shall (a) not incur any indebtedness other than in the ordinary course of its business, (b) not engage in any dissolution, liquidation, consolidation, merger or sale of assets, (c) not engage in any business activity in which it is not currently engaged, (d) not take any action that might cause MERS to become insolvent, (e) not form, or cause to be formed, any subsidiaries, (f) maintain books and records separate from any other person or entity, (g) maintain its bank accounts separate from any other person or entity, (h) not commingle its assets with those of any other person or entity and hold all of its assets in its own name, (i) conduct its own business in its own name, (j) pay its own liabilities and expenses only out of its own funds, (k) observe all corporate formalities, (l) enter into transactions with affiliates only if each such transaction is intrinsically fair, commercially reasonable, and on the same terms as would be available in an arm's length transaction with a person or entity that is not an affiliate, (m) pay the salaries of its own employees from its own funds, (n) maintain a sufficient number of employees in light of its contemplated business operations, (o) not guarantee or become obligated for the debts of any other entity or person, (p) not hold out its credit as being available to satisfy the obligation of any other person or entity, (q) not acquire the obligations or securities of its affiliates or owners, including partners, members or shareholders, as appropriate, (r) not make loans to any other person or entity or buy or hold evidence of indebtedness issued by any other person or entity (except for cash and investment-grade securities), (s) allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by any employee of any affiliate, (t) use separate stationery, invoices, and checks bearing its own name, (u) not pledge its assets for the benefit of any other person or entity, (v) hold itself out as a separate identity, (w) correct any known misunderstanding regarding its separate identity, (x) not identify itself as a division of any other person or entity, and (y) maintain adequate capital in light of its contemplated business operations.

MERS agrees that in no event shall MERS' status as mortgagee of record with respect to any MERS Designated Mortgage Loan confer upon MERS any rights or obligations as an owner of any MERS Designated Mortgage Loan or the servicing rights related thereto, and MERS will not exercise such rights unless directed to do so by the Purchaser.

**8. Covenants of Seller.**

(a) The Seller covenants that the Seller is a member of the MERS® System in good standing.

## **EXHIBIT 3**

**ELECTRONIC TRACKING AGREEMENT**

**WHOLE LOAN SALE AGREEMENT**

Purchaser Org ID \_\_\_\_\_

Seller Org ID \_\_\_\_\_

THIS ELECTRONIC TRACKING AGREEMENT dated as of \_\_\_\_\_, 200\_ (this "Agreement") among \_\_\_\_\_ ("Purchaser"), MERSCORP Holdings, Inc. ("Electronic Agent"), Mortgage Electronic Registration Systems, Inc. ("MERS") and \_\_\_\_\_ ("Seller").

WHEREAS, the Purchaser has agreed to purchase from the Seller, from time to time at its election, Mortgage Loans (the "Mortgage Loans") pursuant to the terms and conditions of a Mortgage Loan Purchase Agreement dated as of \_\_\_\_\_ between the Purchaser and the Seller, as amended from time to time (the "Purchase Agreement") and a Custodial Agreement dated as of \_\_\_\_\_ among \_\_\_\_\_ (the "Custodian"), the Purchaser, and the Seller, as amended from time to time (the "Custodial Agreement"); and

WHEREAS, the Seller is obligated to service the Mortgage Loans pursuant to the terms and conditions of the Purchase Agreement; and

WHEREAS, the Purchaser and the Seller desire to have certain Mortgage Loans registered on the MERS® System (defined below) such that the mortgagee of record under each Mortgage (defined below) shall be identified as MERS;

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

**1. Definitions.**

Capitalized terms used in this Agreement shall have the meanings ascribed to them below.

"Affected Loans" shall have the meaning assigned to such term in Section 4(b).

"Assignment of Mortgage" shall mean, with respect to any Mortgage, an assignment of the Mortgage, notice of transfer or equivalent instrument in recordable form, sufficient under the laws of the jurisdiction wherein the related mortgaged property is located to effect the assignment of the Mortgage upon recordation.

"MERS Procedures Manual" shall mean the MERS Procedures Manual attached as Exhibit B hereto, as it may be amended from time to time.

"MERS Designated Mortgage Loan" shall have the meaning assigned to such term in Section 3.

(b) The Seller covenants and agrees with the Purchaser that with respect to each MERS Designated Mortgage Loan, it will not identify any party except the Purchaser in the field "interim funder" on the MERS® System.

(c) Seller will provide the Purchaser with a Mortgage Identification Number ("MIN") for each MERS Designated Mortgage Loan sold to the Purchaser for which MERS is the mortgagee of record.

**9. No Adverse Interest of the Electronic Agent or MERS.**

By execution of this Agreement, the Electronic Agent and MERS each represents and warrants that it currently holds, and during the existence of this Agreement shall hold, no adverse interest, by way of security or otherwise, in any MERS Designated Mortgage Loan. The MERS Designated Mortgage Loans shall not be subject to any security interest, lien or right to set-off by the Electronic Agent, MERS, or any third party claiming through the Electronic Agent or MERS, and neither the Electronic Agent nor MERS shall pledge, encumber, hypothecate, transfer, dispose of, or otherwise grant any third party interest in, the MERS Designated Mortgage Loans.

**10. Indemnification of the Purchaser.**

The Electronic Agent agrees to indemnify and hold the Purchaser and its designees harmless against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements, including reasonable attorneys' fees, that the Purchaser may sustain arising out of any breach by the Electronic Agent of this Agreement, the Electronic Agent's negligence, bad faith or willful misconduct, its failure to comply with the Purchaser's instructions hereunder or to the extent caused by delays or failures arising out of the inability of the Purchaser or the Electronic Agent to access information on the MERS® System. The foregoing indemnification shall survive any termination or assignment of this Agreement.

**11. Reliance of the Electronic Agent.**

(a) In the absence of bad faith on the part of the Electronic Agent, the Electronic Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any request, instruction, certificate or other document furnished to the Electronic Agent, reasonably believed by the Electronic Agent to be genuine and to have been signed or presented by the proper party or parties listed on Exhibit A and conforming to the requirements of this Agreement.

(b) Notwithstanding any contrary information which may be delivered to the Electronic Agent by the Seller, the Electronic Agent may conclusively rely on any information or Notice of Servicing Termination Event delivered by the Purchaser, and the Seller shall indemnify and hold the Electronic Agent harmless for any and all claims asserted against it for any actions taken in good faith by the Electronic Agent in connection with the delivery of such information or Notice of Servicing Termination Event.

**ELECTRONIC TRACKING AGREEMENT**

**GESTATION AGREEMENT**

Purchaser Org ID \_\_\_\_\_  
Seller Org ID \_\_\_\_\_

**THIS ELECTRONIC TRACKING AGREEMENT** dated as of \_\_\_\_\_  
(this "Agreement") among ("Purchaser"), MERSCORP Holdings, Inc. ("Electronic Agent"),  
Mortgage Electronic Registration Systems, Inc. ("MERS") and \_\_\_\_\_ ("Seller").

**WHEREAS**, the Purchaser has agreed to purchase from the Seller, from time to time at its election, Participation Certificates representing a 100% ownership interest in certain residential first mortgage loans (the "Mortgage Loans") pursuant to the terms and conditions of a Mortgage Loan Participation Sale Agreement dated as of \_\_\_\_\_ between the Purchaser and the Seller, as amended from time to time (the "Participation Agreement") and a Custodial Agreement dated as of \_\_\_\_\_ among \_\_\_\_\_ (the "Custodian"), the Purchaser, and the Seller, as amended from time to time (the "Custodial Agreement"); and

**WHEREAS**, the Seller is obligated to service the Mortgage Loans pursuant to the terms and conditions of the Participation Agreement and to complete all actions necessary to cause the issuance and delivery to the Purchaser of mortgage-backed securities based upon the Mortgage Loans issued or guaranteed by the Government National Mortgage Association ("GNMA"), the Fannie Mae ("Fannie Mae") or the Federal Home Loan Mortgage Corporation ("FHLMC") (GNMA, Fannie Mae and FHLMC are hereinafter referred to as an "Agency" and all such securities are hereinafter referred to as "Agency Securities"); and

**WHEREAS**, the Purchaser and the Seller desire to have certain Mortgage Loans registered on the MERS® System (defined below) such that the mortgagee of record under each Mortgage (defined below) shall be identified as MERS;

**NOW, THEREFORE**, the parties, intending to be legally bound, agree as follows:

**1. Definitions.**

Capitalized terms used in this Agreement shall have the meanings ascribed to them below.

"Agency Guide" shall mean, respecting GNMA Securities, the GNMA Mortgage-Backed Securities Guide; respecting Fannie Mae Securities, the Fannie Mae Selling Guide and the Fannie Mae Servicing Guide; and respecting FHLMC Securities, the Freddie Mac Sellers' and Servicers' Guide; in each case as such Agency Guide may be amended from time to time.

"Affected Loans" shall have the meaning assigned to such term in Section 4(b).

available in an arm's length transaction with a person or entity that is not an affiliate, (m) pay the salaries of its own employees from its own funds, (n) maintain a sufficient number of employees in light of its contemplated business operations, (o) not guarantee or become obligated for the debts of any other entity or person, (p) not hold out its credit as being available to satisfy the obligation of any other person or entity, (q) not acquire the obligations or securities of its affiliates or owners, including partners, members or shareholders, as appropriate, (r) not make loans to any other person or entity or buy or hold evidence of indebtedness issued by any other person or entity (except for cash and investment-grade securities), (s) allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by any employee of any affiliate, (t) use separate stationery, invoices, and checks bearing its own name, (u) not pledge its assets for the benefit of any other person or entity, (v) hold itself out as a separate identity, (w) correct any known misunderstanding regarding its separate identity, (x) not identify itself as a division of any other person or entity, and (y) maintain adequate capital in light of its contemplated business operations.

MERS agrees that in no event shall MERS' status as mortgagee of record with respect to any MERS Designated Mortgage Loan confer upon MERS any rights or obligations as an owner of any MERS Designated Mortgage Loan or the servicing rights related thereto, and MERS will not exercise such rights unless directed to do so by the Purchaser.

**8. Covenants of Seller.**

(a) The Seller covenants and agrees with the Purchaser that with respect to each MERS Designated Mortgage Loan, it will not identify any party except the Purchaser in the field "interim funder" on the MERS® System.

(b) Seller will provide the Purchaser with a Mortgage Identification Number ("MIN") for each MERS Designated Mortgage Loan sold to the Purchaser for which MERS is the mortgagee of record.

**9. No Adverse Interest of the Electronic Agent or MERS.**

By execution of this Agreement, the Electronic Agent and MERS each represents and warrants that it currently holds, and during the existence of this Agreement shall hold, no adverse interest, by way of security or otherwise, in any MERS Designated Mortgage Loan. The MERS Designated Mortgage Loans shall not be subject to any security interest, lien or right to set-off by the Electronic Agent, MERS, or any third party claiming through the Electronic Agent or MERS, and neither the Electronic Agent nor MERS shall pledge, encumber, hypothecate, transfer, dispose of, or otherwise grant any third party interest in, the MERS Designated Mortgage Loans.

**10. Indemnification of the Purchaser.**

The Electronic Agent agrees to indemnify and hold the Purchaser and its designees harmless against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements, including reasonable attorneys' fees, that the Purchaser may sustain arising out of any breach by the Electronic Agent of this Agreement, the

## **EXHIBIT 4**

Search ... Search...

[Home](#) | [Contact Us](#) | [Privacy Policy](#) | [Site Map](#)

[Member Login](#)



[ABOUT US](#)   [INFORMATION FOR HOMEOWNERS](#)   [NEIGHBORHOOD BENEFITS](#)   [JOIN MERS®](#)   [MEDIA ROOM](#)

[About Us](#)  
[Our Business](#)  
[Corporate Officers](#)  
[Board of Directors](#)  
[Shareholders](#)  
[FAQ](#)  
[Contact Us](#)  
[Careers](#)  
[Member Search](#)  
[Payment Options](#)

## FAQ

Print

- What is MERSCORP Holdings?
- What is MERS?
- What is the MERS® System?
- How does MERS work?
- What is the MERS® eRegistry?
- Are MERS loans recorded in the public land records?
- How does MERS become a mortgagee or beneficiary?
- What does "MERS as original mortgagee" mean to borrowers?
- Does MERS collect mortgage payments from borrowers?
- Does MERS have the documents for loans registered on the MERS® System?
- What does MERS do for lenders?
- How does MERS benefit borrowers?
- Having trouble finding information on our website? [Contact Us](#)

### What is MERSCORP Holdings?

MERSCORP Holdings, Inc. is a privately held corporation that owns and manages the MERS® System and all other MERS® products. It is a member-based organization made up of more than 5,000 lenders, servicers, sub-servicers, investors and government institutions.

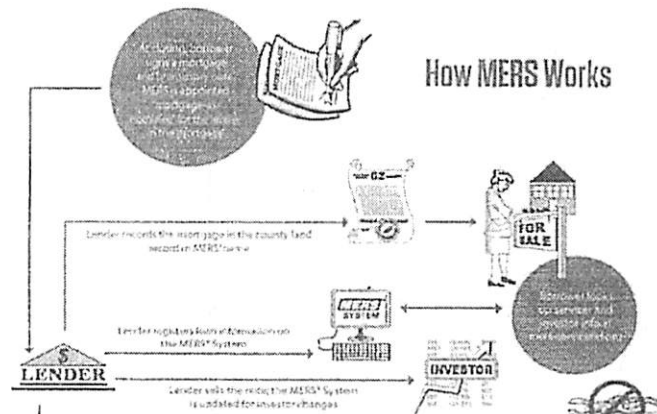
### What is MERS?

Mortgage Electronic Registration Systems, Inc. (MERS) is a wholly-owned subsidiary of MERSCORP Holdings, and its sole purpose is to serve as mortgagee in the land records for loans registered on the MERS® System. MERS is a nominee for the lender and subsequent buyers ("beneficial owners") of a mortgage loan and serves as a common agent for the mortgage industry.

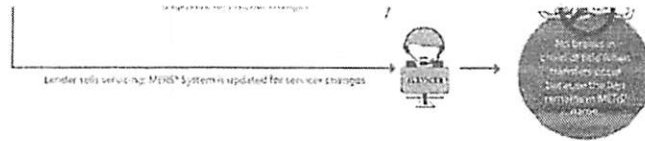
### What is the MERS® System?

The MERS® System is a national electronic database that tracks changes in mortgage servicing rights and beneficial ownership interests in loans secured by residential real estate.

### How does MERS work?







#### **What is the MERS® eRegistry**

It is the system of record that identifies the current Controller (Holder) and Location (Custodian) of the Authoritative Copy of an eNote. The Controller of an eNote has the equivalent rights as that of a "Holder in Due Course" of a paper negotiable promissory note. The concept of a national eNote registry was the industry's response to the requirements imposed by the Uniform Electronic Transactions Act (UETA) and the federal Electronic Signatures in Global and National Commerce Act (ESIGN). It evolved from the need to track and identify electronic promissory notes (or eNotes) for electronic mortgage loans.

#### **Are MERS loans recorded in the public land records?**

All MERS mortgages (or deeds of trust) registered on the MERS® System are recorded in the public land records. The MERS® System is not a system of public record, nor a replacement for the public land records. No interests in those mortgages (or deeds of trust) are transferred on the MERS® System; they are only tracked. MERS as original mortgagee eliminates breaks in the chain of title because the lien is grounded in MERS' name.

#### **How does MERS become a mortgagee or beneficiary?**

There are two ways. In most cases, MERS becomes mortgagee or beneficiary at closing when the borrower and lender both agree to standard language in the security instrument making MERS the original mortgagee or beneficiary, with the right to act on behalf of the lender and its successors and assigns. The standard language is approved and used by Fannie Mae, Freddie Mac, Ginnie Mae, the Federal Housing Administration (FHA) and the Veterans Administration (VA). In cases where MERS is not named as the original mortgagee on the security instrument, a lender can record an assignment of the mortgage to MERS after closing.

#### **What does "MERS as original mortgagee" mean to borrowers?**

MERS' role and rights are clearly spelled out in the contract between borrower and lender. When borrowers sign the mortgage security instrument at closing, they agree to standard language that grants and conveys legal title of the mortgage to MERS as mortgagee, giving the company the right to act on behalf of the current and subsequent owners of the loan.

#### **Does MERS collect mortgage payments from borrowers?**

No. MERS, MERSCORP Holdings or the MERS® System do not service mortgages. Mortgage lenders, or other mortgage servicing companies, collect payments from borrowers and manage their loans. Borrowers who have questions about their loans, or who need help with foreclosure prevention, should contact the company they send their payments to—not MERS or MERSCORP Holdings.

#### **Does MERS have the documents for loans registered on the MERS® System?**

No. MERS, MERSCORP Holdings or the MERS® System are not document custodians and do not hold promissory notes or mortgage documents on behalf of lenders, servicers or investors. We are not responsible for keeping mortgage records—the servicer maintains the loan files.

#### **What does MERS do for lenders?**

As the mortgagee of record, MERS receives service of process, legal notices and other mail regarding the mortgaged properties. MERSCORP Holdings, Inc., on behalf of MERS, sorts, scans and transmits documents electronically to the appropriate MERS® System Member. Because MERS is a common agent for its members, recording an assignment of the mortgage is eliminated when ownership of the promissory note or servicing rights transfer between members. This reduces work and cost. The MERS® System also provides information on undisclosed liens, which reduces fraud.

#### **How does MERS benefit borrowers?**

MERSCORP Holdings, Inc. provides access to data in the MERS® System free of charge to homeowners, county officials, and regulatory officials (subject to privacy restrictions). Homeowners can access the data on their mortgage loans registered on the MERS® System through MERS® Servicer ID online or by phone at (888) 679-6377.

## **EXHIBIT 5**

Search ... Search...

[Home](#) | [Contact Us](#) | [Privacy Policy](#) | [Site Map](#)

[Member Login](#)



[ABOUT US](#)

[INFORMATION FOR HOMEOWNERS](#)

[NEIGHBORHOOD BENEFITS](#)

[JOIN MERS®](#)

[MEDIA ROOM](#)

[Join MERS®](#)

[Sales Contacts](#)

[MERS® System](#)

[MERS® ServiceID](#)

[MERS® eRegistry](#)

[MERS® Link](#)

[Pricing Schedule](#)

[FAQ](#)



## MERS® eRegistry

[Print](#)

The MERS® eRegistry is the legal system of record that identifies the owner (Controller) and custodian (Location) for registered eNotes and that provides greater liquidity, transferability and security for lenders.

### Why the MERS® eRegistry?

The MERS® eRegistry is essential in the eMortgage world. It saves money and prevents confusion about who owns the eNote. Lenders today are closing eNotes and selling them into the secondary market through the MERS® eRegistry. When selling eNotes to Fannie Mae and Freddie Mac, both agencies require that lenders use the MERS® eRegistry.

The MERS® eRegistry is one of multiple functions utilized by Participants to satisfy the control requirement of Section 201(c) of the E-SIGN Act and Section 16(c) of the UETA with respect to a transferrable record ("eNote"). Its role is to be the authorized source to identify the party that has Control of the eNote and the Location (i.e., the party that maintains the Authoritative Copy of the eNote). Each Participant is responsible for determining that all the functions, including the MERS® eRegistry as set forth herein, utilized by the Participant and its service provider(s) constitute a system that satisfies the control requirements of Section 201(c) of the E-SIGN Act and Section 16(c) of the UETA.

### What is MERS® eDelivery?

MERS® eDelivery provides a secure method for distributing eMortgage packages from one MERS® eRegistry user to another, using the existing MERS® eRegistry infrastructure and transaction security requirements.

### Membership

Usage of the MERS® eRegistry requires membership to the MERS® System. To begin your membership process:

- [Click here](#) (3.03 MB) to download the MERS® eRegistry brochure.
- [Click here](#) for information on becoming a MERS® System Member.
- [Click here](#) to contact your regional director to answer your questions on becoming a MERS® System Member and user of the MERS® eRegistry.

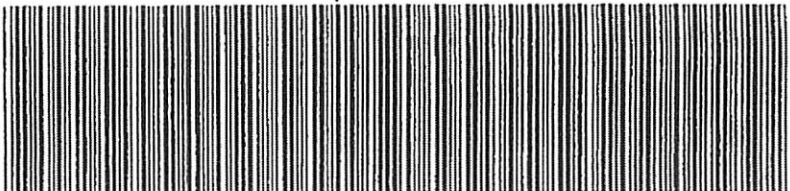

We look forward to helping you become a MERS® eRegistry user.

[Home](#) | [Contact Us](#) | [Privacy Policy](#) | [Site Map](#)

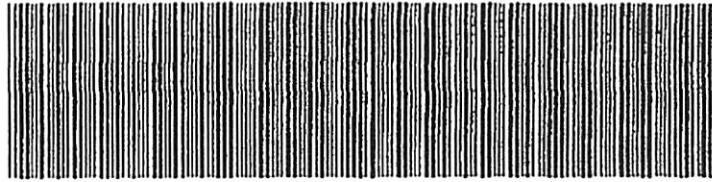
Copyright© 2016 by MERSCORP Holdings, Inc. (800)-646-6377

Other products or company names are or may be trademarks or registered trademarks and are the property of their respective holders.

## **EXHIBIT 6**

<b>NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER</b>		 <b>2008062300975001001EC277</b>	
<b>RECORDING AND ENDORSEMENT COVER PAGE</b>			
<b>Document ID: 2008062300975001</b>		<b>Document Date: 05-01-2008</b>	
<b>Document Type: ASSIGNMENT, MORTGAGE</b>		<b>Preparation Date: 06-23-2008</b>	
<b>Document Page Count: 2</b>			
<b>PRESENTER:</b> HOLD FOR PICK-UP CHRIS PRIME TITLE PT 43625 410 NEW YORK AVENUE HUNTINGTON, NY 11743 631-870-1100 thicks@primetitlellc.com		<b>RETURN TO:</b> IN CARE OF CHRIS PILLAR PROCESSING LLC 220 NORTHPOINTE PARKWAY, SUITE G AMHERST, NY 14228 716-204-2400	
<b>PROPERTY DATA</b>			
<b>Borough</b> BRONX	<b>Block Lot</b> 4666 61	<b>Unit</b> Entire Lot	<b>Address</b> 726 EAST 219 STREET  <b>Property Type: DWELLING ONLY - 1 FAMILY</b>
<b>CROSS REFERENCE DATA</b>			
<b>CRFN: 2006000256278</b>			
<b>PARTIES</b>			
<b>ASSIGNOR/OLD LENDER:</b> MORTGAGE ELECTRONIC REGISTRATION SYSTEMS 1595 SPRING HILL ROAD VIENNA, VA 22182		<b>ASSIGNEE/NEW LENDER:</b> DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE 150 ALLEGHENY CENTER MALL PITTSBURGH, PA 15212	
x Additional Parties Listed on Continuation Page			
<b>FEES AND TAXES</b>			
<b>Mortgage</b> Mortgage Amount: \$ 0.00		<b>Filing Fee:</b> \$ 0.00	
Taxable Mortgage Amount: \$ 0.00		NYC Real Property Transfer Tax: \$ 0.00	
Exemption:		NYS Real Estate Transfer Tax: \$ 0.00	
<b>TAXES:</b> County (Basic): \$ 0.00		<div style="text-align: center;"> <b>RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK</b>          Recorded/Filed 07-28-2008 13:43          City Register File No.(CRFN):  <b>2008000298290</b>     <i>Ganette McMill</i>  <b>City Register Official Signature</b> </div>	
City (Additional): \$ 0.00			
Spec (Additional): \$ 0.00			
TASF: \$ 0.00			
MTA: \$ 0.00			
NYCTA: \$ 0.00			
Additional MRT: \$ 0.00			
<b>TOTAL:</b> \$ 0.00			
Recording Fee: \$ 47.00			
Affidavit Fee: \$ 0.00			

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**



**2008062300975001001CC0F7**

**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 4**

**Document ID: 2008062300975001**

**Document Date: 05-01-2008**

**Preparation Date: 06-23-2008**

**Document Type: ASSIGNMENT, MORTGAGE**

**PARTIES**

**ASSIGNOR/OLD LENDER:**

INC. AS NOMINEE FOR FIRST FRANKLIN A  
DIVISION OF  
1595 SPRING HILL ROAD  
VIENNA, VA 22182

**ASSIGNOR/OLD LENDER:**

NAT. CITY BANK OF IN.  
1595 SPRING HILL ROAD  
VIENNA, VA 22182

**PARTIES**

**ASSIGNEE/NEW LENDER:**

FOR FFMLT TRUST 2006-FF6 MORTGAGE PASS  
THROUGH  
150 ALLEGHENY CENTER MALL  
PITTSBURGH, PA 15212

**ASSIGNEE/NEW LENDER:**

CERTIFICATES SERIES 2006-FF6  
150 ALLEGHENY CENTER MALL  
PITTSBURGH, PA 15212

(2)

MIN: 100425240006483652

Prepared By/Record & Return To:  
Attn: Carla Robinson  
Home Loan Services  
P. O. Box 1838  
Pittsburgh, PA 15230-9500

Loan No. 1044647318

**Assignment of Mortgage**

Date of Assignment: May 1, 2008

County of Bronx, State of New York

Assignor: Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for First  
Franklin a Division of Nat. City Bank of IN  
1595 Spring Hill Road  
Vienna, Virginia 22182

Assignee: Deutsche Bank National Trust Company, as Trustee for FFMLT Trust 2006-FF6,  
Mortgage-Pass Through Certificates, Series 2006-FF6  
150 Allegheny Center Mall  
Pittsburgh, Pennsylvania 15212

Executed by: Howard White  
*Mortgage Electronic Registration Systems Inc as nominee for*  
Original Lender: First Franklin, a division of Nat. City Bank of IN  
*may 8 2006*

Mortgage dated February 24, 2006 in the amount of \$448,000.00 and recorded on CFN  
2006000256278

Property Address: 726 E. 219 Street- Bronx, NY 10469

LEGAL DESCRIPTION: Attached to Mortgage thereto and made a part thereof

Know All Men By These Presents that in consideration of the sum of Ten and No/100ths Dollars and  
other good valuable consideration, paid to the above Named assignor, the receipt and sufficiency of  
which is hereby acknowledged the Said Assignor hereby assigns unto the above named Assignee, the  
said Mortgage Having an original principal sum of \$448,000.00 interest thereby, Together with all

43625

Pillar Processing, LLC  
220 Northpointe Pkwy., Suite B  
Amherst, NY 14228

ROR

This assignment is not subject to the requirements of Section 275 of the Real Property Law because it is an assignment within the secondary mortgage market.

moneys now owing or that may hereafter become due or owing in Respect thereof, and the full benefit of all the powers and of all the covenants and Provisions therein contained, and the said Assignor hereby grants and conveys Unto the said Assignee, the Assignor's beneficial interest under the Mortgage.

To Have and to Hold the said Mortgage and Note, and also the said property unto the said Assignee forever, subject to the terms contained in said Mortgage and Note.

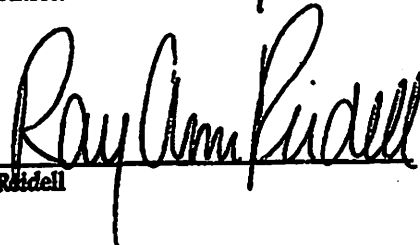
Signed on this day: May 1, 2008

Witness  
Carla Robinson



Mortgage Electronic Registration  
Systems, Inc. (MERS) as nominee for  
First Franklin a Division of Nat. City  
Bank of IN

Witness  
RayAnn Riddell



By   
Sharon D. Maerle  
Vice President

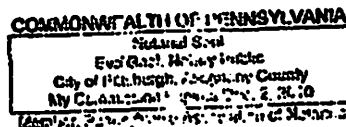
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF ALLEGHENY ) SS.  
)

On this, the 1<sup>st</sup> day of May, 2008, before me, Eva Gaal, a Notary Public, the undersigned officer, personally appeared Sharon D. Maerle, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

  
Notary Public

**SEAL**





## **EXHIBIT 7**



**2010008118 00064**

FORSYTH CO, NC FEE \$20.00  
PRESENTED & RECORDED

**03-08-2010 10:06:00 AM**

C. NORMAN HOLLEMAN  
REGISTER OF DEEDS  
BY: RANDY L. SMITH  
CPT

**BK: RE 2935**  
**PG: 3592-3594**

**ENVELOPE**

Prepared By/Record & Return To:  
Eva Gaal  
Home Loan Services, Inc.  
P.O. Box 1838  
Pittsburgh, PA 15230-9500

**Assignment of Deed of Trust**

Effective date: **May 1, 2007**  
County of Forsyth, State of North Carolina

Assignor: **First Franklin Financial Corp., an OP. SUB. OF MLB&T CO., FSB**  
**2150 North First Street**  
**San Jose, California 95131**

Assignee: **U. S. Bank National Association as successor trustee to**  
**Bank of America, N. A. as successor by merger to LaSalle Bank N. A. as Trustee for**  
**Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed**  
**Certificates, Series 2007-3 150 Allegheny Center Mall Pittsburgh, Pennsylvania**  
**15212**

Executed by: **JEFFERY R. SCHENKER AND SHARON E. SCHENKER, MARRIED**

Original Lender: **First Franklin Financial Corp., an OP. SUB. OF MLB&T CO., FSB**

Deed of Trust dated April 19, 2007 in the amount of \$197,600.00 and recorded on April 19, 2007 as  
Document/Instrument #2007022426 00193, BOOK: RE 2746, PAGE: 1016.

Property Address: **7020 DISCOVERY LANE, WALKERTOWN, NC 27051**  
PARCEL ID # N/A

LEGAL DESCRIPTION: "SEE "EXHIBIT A" ATTACHED HERETO AND MADE A PART HEREOF"

Know All Men By These Presents that in consideration of the sum of Ten and No/100ths Dollars and other good valuable consideration, paid to the above Named assignor, the receipt and sufficiency of which is hereby acknowledged the Said Assignor hereby assigns unto the above named Assignee, the said Deed of Trust Having an original principal sum of \$197,600.00 interest thereby, Together with all moneys now owing or that may hereafter become due or owing in Respect thereof, and the full benefit of all the powers and of all the covenants and Provisions therein contained, and the said Assignor hereby grants and conveys Unto the said Assignee, the Assignor's beneficial interest under the Deed of Trust

To Have and to Hold the said Deed of Trust and Note, and also the said property unto the said Assignee forever, subject to the terms contained in said Deed of Trust and Note.

Signed on this day: February 26, 2010, but effective May 1, 2007

Witness Robert Altman  
Robert Altman

First Franklin Financial Corp., AN  
OP. SUB OF ML&T CO., FSB

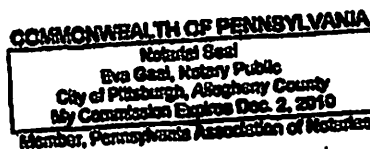
Witness Jackie Woods  
Jackie Woods

By Sharon D Maerle  
Sharon D Maerle, Vice President  
Of Home Loan Services Inc., attorney in fact  
For First Franklin Financial Corp.

State of: Pennsylvania  
County of: Allegheny }

On February 26, 2010, before Eva Gaal, a Notary Public, on this day personally appeared, Sharon D. Maerle Vice President of Home Loan Services Inc., attorney in fact for First Franklin Financial Corp., known to me to be the person and officer whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Eva Gaal  
Notary Public



**EXHIBIT A**

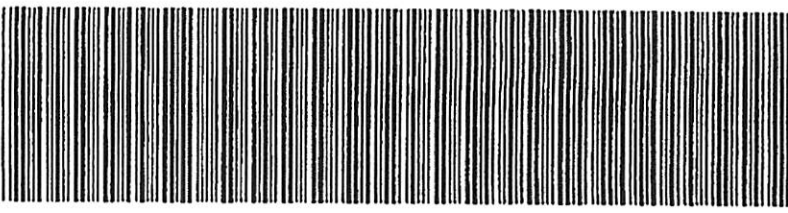

**BEING KNOWN AND DESIGNATED as Lot Number 16 as shown on the map of MYSTIC GLEN, as recorded in Plat Book 35, Pages 49-50 in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a particular description.**

 88.

## **EXHIBIT 8**

## 2

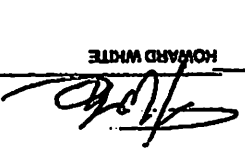
## **EXHIBIT 9.**

<b>NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER</b>		 <b>2009030400728001001EE874</b>	
<b>RECORDING AND ENDORSEMENT COVER PAGE</b>			
<b>Document ID: 2009030400728001</b> <b>Document Type: DEED</b> <b>Document Page Count: 3</b>		<b>Document Date: 06-27-2008</b> <b>Preparation Date: 03-04-2009</b>	
<b>PRESENTER:</b> LAW OFFCUES OF PAUL A. WALTERS 3400 TIEMANN AVENUE BRONX, NY 10469 718-231-1043 paulawalters@verizon.net		<b>RETURN TO:</b> LAW OFFCUES OF PAUL A. WALTERS 3400 TIEMANN AVENUE BRONX, NY 10469 718-231-1043 paulawalters@verizon.net	
<b>PROPERTY DATA</b>			
<b>Borough</b> BRONX	<b>Block Lot</b> 4666 61	<b>Unit</b> Entire Lot	<b>Address</b> 726 EAST 219TH STREET <b>Property Type: DWELLING ONLY - 3 FAMILY</b>
<b>CROSS REFERENCE DATA</b>			
CRFN _____ or Document ID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____			
<b>PARTIES</b>			
<b>GRANTOR/SELLER:</b> HOWARD WHITE 726 EAST 219TH STREET BRONX, NY 10467		<b>GRANTEE/BUYER:</b> EVERTON A. STERLING 1320 EAST 222ND STREET BRONX, NY 10469	
<b>FEES AND TAXES</b>			
<b>Mortgage</b> Mortgage Amount: \$ 0.00		Filing Fee: \$ 75.00	
Taxable Mortgage Amount: \$ 0.00		NYC Real Property Transfer Tax: \$ 0.00	
Exemption:		NYS Real Estate Transfer Tax: \$ 0.00	
TAXES: County (Basic): \$ 0.00		<div style="text-align: center;"> <b>RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK</b>          Recorded/Filed 03-06-2009 12:39          City Register File No.(CRFN):  <b>2009000065972</b> </div> <div style="text-align: center;">   <i>Annette McMill</i>  <b>City Register Official Signature</b> </div>	
City (Additional): \$ 0.00			
Spec (Additional): \$ 0.00			
TASF: \$ 0.00			
MTA: \$ 0.00			
NYCTA: \$ 0.00			
Additional MRT: \$ 0.00			
<b>TOTAL:</b> \$ 0.00			
Recording Fee: \$ 52.00			
Affidavit Fee: \$ 0.00			



Form 3250

Standard N.Y.B.T.L. Form 3002 - Bargain and Sale Deed, with Covenants against Grantor's Acts - Uniform Acknowledgment

IN PRESENCE OF:  
  
HOWARD WHITE

IN WITNESS WHEREOF, the party of the first part has duly executed this deed this day and year first above written.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for the conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purpose. The word "party" shall be construed as if it read "parties" when ever the sense of this indenture so requires.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

THE party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for the conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purpose. The word "party" shall be construed as if it read "parties" when ever the sense of this indenture so requires.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof, TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

SEE SCHEDULE "A" ATTACHED

WITNESSETH, that the party of the first part, in consideration of  
paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs  
or successors and assigns of the party of the second part forever,  
ALL that certain plot, place or parcel of land, with the buildings and improvements thereon erected, situate,  
lying and being in the

party of the first part, and  
EVERTON A. STERLING, RESIDING AT 1320 EAST 222ND STREET, BROOK, NEW YORK 10469

BETWEEN  
HOWARD WHITE, RESIDING AT 728 EAST 218TH STREET, BROOK, NEW YORK 10467

THIS INDENTURE, made the 27th day of JUNE, 2008

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

**TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATE**

State of New York, County of **BRONX**

ss:

State of New York, County of

ss:

On the **27** day of **JUNE** in the year **2008**  
before me, the undersigned, personally appeared  
**HOWARD WHITE**

personally known to me or proved to me on the basis of  
satisfactory evidence to be the individual(s) whose name(s) is  
(are) subscribed to the within instrument and acknowledged to  
me that he/she/they executed the same in his/her/their  
capacity(ies), and that by his/her/their signature(s) on the  
instrument, the individual(s), or the person upon behalf of which  
the individual(s) acted, executed the instrument.

On the day of in the year  
before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of  
satisfactory evidence to be the individual(s) whose name(s) is  
(are) subscribed to the within instrument and acknowledged to  
me that he/she/they executed the same in his/her/their  
capacity(ies), and that by his/her/their signature(s) on the  
instrument, the individual(s), or the person upon behalf of which  
the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

(signature and office of individual taking acknowledgment)

**PAUL A. WALTERS**  
Notary Public, State of New York  
No. 02444879148  
Qualified in Bronx County  
Commission Expires **03/18/2011**

**SEAL**

**TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE**

State (or District of Columbia, Territory, or Foreign Country) of

ss:

On the day of in the year before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are)  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and  
that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted,  
executed the instrument, and that such individual made such appearance before the undersigned in the

(insert the City or other political subdivision)

in (and insert the State or Country or other place the acknowledgment was taken)

(signature and office of individual taking acknowledgment)

DISTRICT

SECTION

BLOCK **4868**

LOT **61**

COUNTY OR TOWN **BRONX**

STREET ADDRESS **716 EAST 219TH STREET**

**BARGAIN AND SALE DEED  
WITH COVENANT AGAINST GRANTOR'S ACTS**

Title No. **HOWARD WHITE**

TO  
**EVERTON A. STERLING**

Recorded at Request of  
**THE JUDICIAL TITLE INSURANCE AGENCY LLC**

• RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS  
Distributed by  
**THE JUDICIAL TITLE INSURANCE AGENCY LLC**  
550 HAMARONCK AVENUE  
HARRISON, NY 10523  
914-391-6700 • 800-231-TITLE

**PAUL A. WALTERS, ESQ.**  
**3400 TIEMANN AVENUE**  
**BRONX, NEW YORK 10469**  
**TEL: 718-231-1043**

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

**STEWART TITLE INSURANCE COMPANY**

**LEGAL DESCRIPTION**

**SCHEDULE A (CON'T)**

**Title No. P905-B-05**

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough and County of Bronx, City and State of New York, being the Easterly one-quarter of lot No. 647 on map entitled "Map of the Village of Makefield, in the Towns of East and Westchester, Westchester County," made by Henry B. Miller, and filed in the office of the Clerk of the County of Westchester, September 10, 1855, as Map No. 143, which said lot is bounded and described as follows:

**BEGINNING** at a point on the Southerly side of East 219<sup>th</sup> Street as laid out on the final maps distant two hundred fifty-five feet and thirty-seven hundredths of a foot Easterly from the corner formed by the intersection of the said Southerly side of East 219<sup>th</sup> Street with the Easterly side of White Plains Road as legally opened;

**RUNNING THENCE** Southerly at right angles to the said Southerly side of East 219<sup>th</sup> Street one hundred fourteen feet and thirty-one hundredths of a foot to the center line of the block:

**THENCE** Easterly along said center line of the block and parallel with the said Southern side of East 219<sup>th</sup> Street twenty-five and four hundredths of a foot:

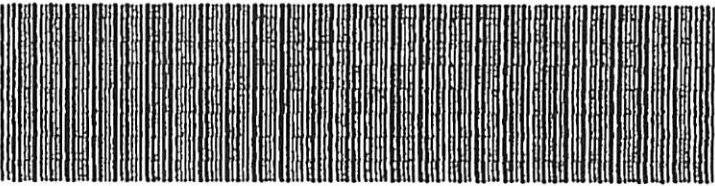
**THENCE** Northerly again at right angles to the said Southerly side of East 219<sup>th</sup> Street, one hundred fourteen feet and thirty-one one hundredths of a foot to the said Southerly side of East 219<sup>th</sup> Street; and


**THENCE** Westerly along the said Southerly side of East 219<sup>th</sup> Street twenty-five feet and four hundredths of a foot to the point or place of **BEGINNING**.

*For deed only, not for policy:* Being and intended to be the same premises as conveyed to the grantor by a certain deed dated 11/14/97, recorded on 01/23/98, in Reel 1519 Page 1437.

**For Information Only. Said Premises known as:**  
726 East 219th Street  
Bronx, NY 10467

**Block: 04666                      Lot: 0861**

<b>NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER</b>	 <b>2009030400728001001S26F5</b>						
<b>SUPPORTING DOCUMENT COVER PAGE</b> <span style="float: right;"><b>PAGE 1 OF 1</b></span>							
<b>Document ID: 2009030400728001</b> <b>Document Date: 06-27-2008</b> <b>Preparation Date: 03-04-2009</b> <b>Document Type: DEED</b>							
<b>ASSOCIATED TAX FORM ID: 2009030400161</b>							
<b>SUPPORTING DOCUMENTS SUBMITTED:</b> <table data-bbox="243 712 1403 798"><thead><tr><th></th><th style="text-align: right;">Page Count</th></tr></thead><tbody><tr><td>RP - 5217 REAL PROPERTY TRANSFER REPORT</td><td style="text-align: right;">2</td></tr><tr><td>SMOKE DETECTOR AFFIDAVIT</td><td style="text-align: right;">1</td></tr></tbody></table>			Page Count	RP - 5217 REAL PROPERTY TRANSFER REPORT	2	SMOKE DETECTOR AFFIDAVIT	1
	Page Count						
RP - 5217 REAL PROPERTY TRANSFER REPORT	2						
SMOKE DETECTOR AFFIDAVIT	1						

FOR CITY USE ONLY		C2. Date Deed Recorded			<b>REAL PROPERTY TRANSFER REPORT</b> STATE OF NEW YORK STATE BOARD OF REAL PROPERTY SERVICES <b>RP - 5217NYC</b> (Rev 11/2002)	
C1. County Code		Month	Day			Year
C3. Book OR C5. CRFN		C4. Page				

<b>PROPERTY INFORMATION</b>				
1. Property Location	726 EAST 219TH STREET BRONX 10467			
2. Buyer Name	STERLING EVERTON			
3. Tax Billing Address				
4. Indicate the number of Assessment Roll parcels transferred on the deed	1 of Parcels OR Part of a Parcel			
5. Deed Property Size	1000 FEET X 100 FEET OR ACRES			
6. Seller Name	WHITE HOWARD			
9. Check the box below which most accurately describes the use of the property at the time of sale:				
A <input type="checkbox"/> One Family Residential	C <input type="checkbox"/> Residential Vacant Land	E <input type="checkbox"/> Commercial Apartment	G <input type="checkbox"/> Entertainment / Amusement Community Service	I <input type="checkbox"/> Industrial Public Service
B <input checked="" type="checkbox"/> 2 or 3 Family Residential	D <input type="checkbox"/> Non-Residential Vacant Land	F <input type="checkbox"/> Non-Residential Vacant Land	H <input type="checkbox"/> Non-Residential Vacant Land	J <input type="checkbox"/> Non-Residential Vacant Land

<b>SALE INFORMATION</b>		14. Check one or more of these conditions as applicable to transfer:	
10. Sale Contract Date	6 / 27 / 2008	A <input type="checkbox"/> Sale Between Relatives or Former Relatives	
11. Date of Sale / Transfer	6 / 27 / 2008	B <input type="checkbox"/> Sale Between Related Companies or Partners in Business	
12. Full Sale Price \$	0	C <input type="checkbox"/> One of the Buyers is also a Seller	
(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations. Please round to the nearest whole dollar amount.)		D <input type="checkbox"/> Buyer or Seller is Government Agency or Lending Institution	
13. Indicate the value of personal property included in the sale		E <input type="checkbox"/> Deed Type not Warranty or Bargain and Sale (Specify Below)	
		F <input type="checkbox"/> Sale of Fractional or Less than Fee Interest (Specify Below)	
		G <input type="checkbox"/> Significant Change in Property Between Taxable Status and Sale Dates	
		H <input type="checkbox"/> Sale of Business is Included in Sale Price	
		I <input type="checkbox"/> Other Unusual Factors Affecting Sale Price (Specify Below)	
		J <input checked="" type="checkbox"/> None	

<b>ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill</b>	
15. Building Class	C, 0
16. Total Assessed Value (of all parcels in transfer)	
17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))	BRONX 4666 61

<b>CERTIFICATION</b>		I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.	
BUYER		BUYER'S ATTORNEY	
1320 E 222nd Street		718 231-1043	
BRONX N.Y. 10469		231-1043	
DATE 06/27/08		DATE	
SELLER SIGNATURE		SELLER SIGNATURE	

2008062700276201

**CERTIFICATION**

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER		BUYER'S ATTORNEY	
<small>PRINT NAME</small> <i>[Signature]</i>	<small>DATE</small> <i>06/27/08</i>	<small>LAST NAME</small>	<small>FIRST NAME</small>
<small>ADDRESS</small> <i>1320 E. 222nd Street</i>	<small>APARTMENT</small> <i>718</i>	<small>PHONE NUMBER</small> <i>231-1043</i>	
<small>CITY</small> <i>BRONX</i>	<small>STATE</small> <i>N.Y.</i>	<small>ZIP CODE</small> <i>10469</i>	<small>SELLER SIGNATURE</small> <i>[Signature]</i>
			<small>DATE</small>

2008062700276201

FOR CITY USE ONLY

C1. County Code          C2. Date Deed Recorded          /          /           
Month Day Year  
C3. Book          OR C4. Page           
C5. CRFN         



REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK  
STATE BOARD OF REAL PROPERTY SERVICES

**RP - 5217NYC**

(Rev 11/2003)

PROPERTY INFORMATION

1. Property Location 726 EAST 219TH STREET BRONX 10467  
BUILDING NUMBER STREET NAME BOROUGH ZIP CODE  
2. Buyer Name STERLING EVERTON  
LAST NAME / COMPANY FIRST NAME  
LAST NAME / COMPANY FIRST NAME  
3. Tax Billing Address                                               
Indicate where future Tax Bills are to be sent  
if other than buyer address (at bottom of form) LAST NAME / COMPANY FIRST NAME  
STREET ADDRESS AND STREET NAME CITY OR TOWN STATE ZIP CODE  
4. Indicate the number of Assessment Roll parcels transferred on the deed 1 of 1 Parcel OR ☐ Part of a Parcel  
5. Deed Property Size          X                   OR                             
FRONT/FEET DEPTH ACRES  
6. Seller Name WHITE HOWARD  
LAST NAME / COMPANY FIRST NAME  
LAST NAME / COMPANY FIRST NAME  
7. Check the box below which most accurately describes the use of the property at the time of sale:  
A ☐ One Family Residential C ☐ Residential Vacant Land E ☐ Commercial G ☐ Entertainment / Amusement I ☐ Industrial  
B ☒ 2 or 3 Family Residential D ☐ Non-Residential Vacant Land F ☐ Apartment H ☐ Community Service J ☐ Public Service  
8. Check the boxes below as they apply:  
4A. Planning Board Approval - N/A for NYC  
4B. Agricultural District Notice - N/A for NYC  
5. Ownership Type is Condominium ☐  
7. New Construction on Vacant Land ☐

SALE INFORMATION

10. Sale Contract Date 6 / 27 / 2008  
Month Day Year  
11. Date of Sale / Transfer 6 / 27 / 2008  
Month Day Year  
12. Full Sale Price \$          0  
(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.  
13. Indicate the value of personal property included in the sale                                               
14. Check one or more of these conditions as applicable to transfer:  
A ☐ Sale Between Relatives or Former Relatives  
B ☐ Sale Between Related Companies or Partners in Business  
C ☐ One of the Buyers is also a Seller  
D ☐ Buyer or Seller to Government Agency or Lending Institution  
E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)  
F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)  
G ☐ Significant Change in Property Between Taxable Status and Sale Dates  
H ☐ Sale of Business is Included in Sale Price  
I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)  
J ☒ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class C, 0 16. Total Assessed Value (of all parcels in transfer)                                               
17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))  
BRONX 4666 61

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statements of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

BUYER SIGNATURE          DATE           
STREET NUMBER          STREET NAME (AFTER SALE)           
CITY OR TOWN          STATE          ZIP CODE         

BUYER'S ATTORNEY

LAST NAME          FIRST NAME           
718 231-1043  
AREA CODE TELEPHONE NUMBER  
SELLER  
SELLER SIGNATURE          DATE         

2009030400161201

**CERTIFICATION**

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER			BUYER'S ATTORNEY	
BUYER SIGNATURE	DATE		LAST NAME	FIRST NAME
			718	231-1043
STREET NUMBER	STREET NAME (AFTER SALE)		AREA CODE	TELEPHONE NUMBER
			SELLER	
CITY OR TOWN	STATE	ZIP CODE	SELLER SIGNATURE	DATE

2009030400161201



Affidavit of Compliance with Smoke Detector Requirement for One and Two Family Dwellings

**AFFIDAVIT OF COMPLIANCE  
WITH SMOKE DETECTOR REQUIREMENT  
FOR ONE- AND TWO-FAMILY DWELLINGS**

State of New York )  
 ) SS.:  
County of )

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

**726 EAST 219TH STREET**

	Street Address		Unit/Apt.
<b>BRONX</b>	<b>New York,</b>	<b>4666</b>	<b>61</b>
<b>Borough</b>		<b>Block</b>	<b>Lot</b>
			<b>(the "Premises"):</b>

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices:

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

*HOWARD WHITE*  
Name of Grantor (Type or Print)  
*[Signature]*  
Signature of Grantor

*EVERTON A. STOLLING*  
Name of Grantee (Type or Print)  
*[Signature]*  
Signature of Grantee

Sworn to before me  
this 27th date of June 2008  
*[Signature]*  
PAUL A. WALTERS  
Notary Public, State of New York  
No. 02WA4878148  
Qualified in Bronx County  
Commission Expires 03/18/2011  
**SEAL**

Sworn to before me  
this 27th date of June 2008  
*[Signature]*  
PAUL A. WALTERS  
Notary Public, State of New York  
No. 02WA4878148  
Qualified in Bronx County  
Commission Expires 03/18/2011  
**SEAL**

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

**NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.**

Affidavit of Compliance with Smoke Detector Requirement for One and Two Family Dwellings

**AFFIDAVIT OF COMPLIANCE  
WITH SMOKE DETECTOR REQUIREMENT  
FOR ONE- AND TWO-FAMILY DWELLINGS**

State of New York     )  
                                  ) SS.:  
County of                )

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

**726 EAST 219TH STREET**

Street Address		Unit/Apt.	
<b>BRONX</b>	New York.	<b>4666</b>	<b>61</b>
Borough	Block	Lot	(the "Premises");

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

_____ Name of Grantor (Type or Print)	_____ Name of Grantee (Type or Print)
_____ Signature of Grantor	_____ Signature of Grantee
Sworn to before me this ..... date of ..... 19 .....	Sworn to before me this ..... date of ..... 19 .....

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

**NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.**



The City of New York  
Department of Environmental Protection  
Bureau of Customer Services  
59-17 Junction Boulevard  
Flushing, NY 11373-5108

**Customer Registration Form for Water and Sewer Billing**

**Property and Owner Information:**

- (1) Property receiving service is located in the Borough of **BRONX**  
Block: **4668** Lot: **61**
- (2) Account Number (if applicable):  
Meter Number (if available—Include the letter):
- (3) Street Address of Property Receiving Service:  
Street **728 EAST 219TH STREET** City **NY** State **NY** Zip **10467**
- (4) Full name, mailing address, home phone and business phone numbers of owner of property receiving service:  
(please provide information on owner ONLY; do NOT give information on property manager or tenant):
- |                                 |                |                               |                 |                  |
|---------------------------------|----------------|-------------------------------|-----------------|------------------|
| Owner's Name                    | Business:      |                               |                 |                  |
|                                 | or Individual: | <b>STERLING</b>               | <b>EVERTON</b>  | <b>A</b>         |
|                                 |                | (Last Name)                   | (First Name)    | (MI)             |
| Street <b>1320 222ND STREET</b> |                | City <b>BRONX</b>             | State <b>NY</b> | Zip <b>10469</b> |
| Home Phone(Numbers only):       |                | Business Phone(Numbers only): |                 |                  |

**Customer Billing Information:**

**PLEASE NOTE:**

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges.
- B. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, or the property being placed in a lien sale by the City.
- C. Original bills for water and/or sewer service will be mailed to the owner, at the owner's address specified on this form. DEP will provide a duplicate copy of bills to one other party (such as a managing agent) if so requested below, provided, however, that any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her/its liability to pay all outstanding water and sewer charges.

- (5) If you would like a duplicate copy of bills sent to another party, please check here ☐ and fill out the following information:

Name of Party to Receive Duplicate Copies of Bills:

- (6) Mailing Address: Street City State Zip

- (7) Relationship to Owner (check one): Managing Agent ☐ Mortgagee ☐  
Tenant ☐ Other (please explain):

**Owner's Approval**

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A, B, C under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

- (8) E-mail:

(9) Name of Owner: *Everton A. Sterling*

- (10) Signature: *[Signature]*

Name and Title of Person Signing for Owner, if applicable:

Date(mm/dd/yyyy): *06/27/2008*



The City of New York  
Department of Environmental Protection  
Bureau of Customer Services  
59-17 Junction Boulevard  
Flushing, NY 11373-5108

## Customer Registration Form for Water and Sewer Billing

### Property and Owner Information:

- (1) Property receiving service: BOROUGH: BRONX BLOCK: 4866 LOT: 61
- (2) Property Address: 726 EAST 219TH STREET, NEW YORK, NY 10467
- (3) Owner's Name: STERLING, EVERTON A
- Additional Name: \_\_\_\_\_

### Affirmation:



Your water & sewer bills will be sent to the property address shown above.

### Customer Billing Information:

#### Please Note:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.
- B. Original bills for water and/or sewer service will be mailed to the owner, at the property address or to an alternate mailing address. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit [www.nyc.gov/dep](http://www.nyc.gov/dep) to provide us with the other party's information.

### Owner's Approval:

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

Print Name of Owner: \_\_\_\_\_

Signature: \_\_\_\_\_ Date (mm/dd/yyyy) \_\_\_\_\_

Name and Title of Person Signing for Owner, if applicable: \_\_\_\_\_

## **EXHIBIT 10**

## ADJUSTABLE RATE NOTE

(LIBOR Six-Month Index (As Published In *The Wall Street Journal*)—Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

February 24, 2006  
[Date]

BRONX  
[City]  
726 E. 219 Street  
BRONX, NY 10469

New York  
[State]

[Property Address]

### 1. BORROWER'S PROMISE TO PAY

(In return for a loan that I have received, I promise to pay U.S. \$448,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.3750%. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

### 3. PAYMENTS - See ADDENDUM TO NOTE FOR INTEREST ONLY PAYMENT PERIOD.

#### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the first day of each month beginning on April 01, 2006

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on March 01, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 150 ALLEGHENY CENTER MALL, PITTSBURGH, PA 15212

or at a different place if required by the Note Holder.

#### (B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$3,094.22

This amount

may change.

#### (C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

MULTISTATE ADJUSTABLE RATE NOTE—LIBOR SIX-MONTH INDEX (AS PUBLISHED IN *THE WALL STREET JOURNAL*)—  
Step Funding—Fixed Rate Uniform Instrument

ITEM 02001 (001) MFC06051

(Page 1 of 4 pages)

Form J529 L01  
4000648365 Grant Date 06/01/06  
To Order Call 1-800-955-1775

**7. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 2.0000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**10. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**11. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

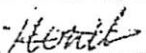
If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Borrower has executed and acknowledges receipt of pages 1 through 4 of this Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

  
\_\_\_\_\_  
HOWARD WHITE (Seal) Borrower

\_\_\_\_\_  
(Seal) Borrower

\_\_\_\_\_  
(Seal) Borrower

[Sign Original Only]



## INTEREST ONLY PAYMENT PERIOD NOTE ADDENDUM (Adjustable Rate Loans)

(Not to be used for Texas Homestead Loans Unless Proceeds Used Only for Purchase Money or Refinance of Purchase Money)

THIS ADDENDUM TO NOTE PROVIDES FOR AN INITIAL PERIOD OF MONTHLY PAYMENTS OF INTEREST ONLY AND FOR SUBSEQUENT MONTHLY PAYMENTS OF BOTH PRINCIPAL AND INTEREST. THE PROVISIONS IN THE NOTE ALLOWING FOR CHANGES IN THE INTEREST RATE APPLY DURING THE INTEREST ONLY PERIOD.

This Interest Only Payment Period Note Addendum is made this 24th day of February 2006 and is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Note of the same date (the "Note") and any Addenda to the Note given by the undersigned (the "Borrower") to evidence Borrower's indebtedness to FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN (the "Lender"), which indebtedness is secured by a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), of the same date and covering the property described in the Security Instrument and located at:  
726 E. 219 Street  
BRONX, NY 10469

**ADDITIONAL COVENANTS:** Unless specifically defined in this Addendum, any capitalized terms shall have the same meaning as in the Note. Notwithstanding anything to the contrary set forth in the Note, Addenda to the Note or Security Instrument, Borrower and Lender further covenant and agree as follows:

1. Sections 3 and 4 of the Note are modified to provide for sixty (60) payments of interest only ("Interest Only Period") at the interest rates determined in accordance with Sections 2 and 4 of the Note. Section 5 of the Note is modified to provide for changes to the monthly payment in the event of a partial Prepayment. Sections 3, 4 and 5 of the Note are modified as follows:

### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay interest during the Interest Only Period, and principal and interest thereafter, by making payments every month.

I will make my monthly payments on the first day of each month beginning on April 1, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and, if the payment includes both principal and interest, it will be applied to interest before principal. If, on March 1, 2036 I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 150 ALLEGHENY CENTER MALL, PITTSBURGH, PA 15212 or at a different place if required by the Note

Holder.

#### B) Amount of My Interest Only Payments

The first Thirty Six ( 36 ) monthly payments will be in the amount of U.S. \$ 2,753.33. The next Twenty Four ( 24 ) monthly payments may change and will be at the adjustable interest rate determined in accordance with Section 4 of the Note. These payments are called the "Interest Only Payments."

No payments of principal are due during the Interest Only Period. The Interest Only Payments will not reduce the principal amount of this Note. Additional payments of principal may be made in accordance with Section 5 of this Note, as modified by a Prepayment Addendum, if any. Partial Prepayments during the Interest Only Period will reduce the amount of subsequent monthly payments as provided in Section 5 of this Addendum.

After the Interest Only Period, the amount of monthly payments will be determined in accordance with Section 4(C) and, if applicable, Section 5.

Interest Only Adjustable Rate Addendum  
Page 1 of 3 MFCD6065  
FF015411

4000648365

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Sections 4 or 5 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay under Section 2 of this Note will change to an adjustable rate and the adjustable rate I will pay may change on the first day of March 01, 2009 and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an index. The "Index" is the average on interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Five and Five Eighths percentage point(s) ( 5.6250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

During the Interest Only Period and before the Change Date, the Note Holder will determine the amount of my new monthly payment by calculating one twelfth (1/12) of the amount of yearly interest due on the unpaid principal that I am expected to owe at the Change Date at my new interest rate. The result of this calculation will be the new amount of my Interest Only Payment, unless I make a partial Prepayment as provided in Section 3(B) of this Note. After the Interest Only Period and before each Change Date, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.3750 % or less than 7.3750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) ( 1.0000 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 13.3750 % nor less than 7.3750 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(G) Date of First Principal and Interest Payment

The date of my first payment consisting of both principal and interest on this Note shall be the first monthly payment date after the sixtieth (60<sup>th</sup>) monthly payment is due.

5. BORROWER'S RIGHT TO PREPAY

Section 5 of the Note is modified to add the following:

If I make a partial Prepayment during the Interest Only Period, the amount of the subsequent monthly payments will decrease until the next Change Date. At the next Change Date, any reduction due to a partial Prepayment may be offset by an interest rate increase. If the partial Prepayment is made during the period when my payment consists of principal and interest, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction to my partial Prepayment may be offset by an interest rate increase.

II. All other provisions of the Note and any Addenda including, but not limited to, any Prepayment Note Addendum are unchanged by this Interest Only Payment Period Note Addendum and remain in full force and effect.

By signing below, Borrower accepts and agrees to the terms and conditions contained in the Interest Only Payment Period Note Addendum.

I understand that if I only make Interest Only Payments during the Interest Only Period, at the end of the Interest Only Period the principal balance will not be reduced.

<u>Howard White</u> (Seal)	_____ (Seal)
HOWARD WHITE - Borrower	_____ - Borrower
_____ (Seal)	_____ (Seal)
_____ - Borrower	_____ - Borrower
_____ (Seal)	_____ (Seal)
_____ - Borrower	_____ - Borrower

Interest Only Adjustable Rate Addendum

Page 3 of 3 MFC06065

FF01540

4000648365

**EXHIBIT 11**

1

FILED Jun 1 / 2014 Bronx County Clerk

Everton Sterling  
P.O. Box 341  
Bronx, New York 10469

Date: May 12, 2014

TO: DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR  
FFMLT TRUST 2006-FF6, MORTGAGE-PASS THROUGH CERTIFICATES,  
SERIES 2006-FF6

150 Allegheny Center Mall  
Pittsburgh PA 15212  
CERTIFIED MAIL # 7013 2250 0001 0025 7120

Edmond J. Pryor Esq.  
1925 Williamsbridge Road  
Bronx, New York 10461  
CERTIFIED MAIL # 7013 2250 0001 0026 1363

In The Matter of: DEUTSCHE BANK NATIONAL TRUST COMPANY vs,

EVERTON STERLING, HOWARD WHITE, The Supreme Court  
of The State of York, The Bronx County, Index No. 381213/2008  
Accounts # 1044647318, 1044647319 or 726 East 219 Street, Bronx, New York 10469;  
Block: 4666, Lot: 61.

## DECLARATION OF NOTICE

## LAWFUL NOTIFICATION DEED - QUALIFIED WRITTEN REQUEST- RESPA QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT & VALIDATION OF DEBT LETTER, TILA REQUEST

This letter is a "qualified written request" in compliance with and under the Real Estate  
Settlement Procedures Act, 12 U.S.C. Section 2605(e) and Regulation X at 24 C.F.R. 3500,  
and The Gramm Leach Bliley Act.

COMBS NOW, Everton Sterling, Executive Administration/Grantor/ Secured Party for EVERTON  
STERLING, as per UCC Financing Statement filed with New York State, UCC Division and The State of  
Maryland, Department of Taxation, UCC-1 Division and Public Notice filed the State of Iowa, Polk  
County and New York State UCC Division (Secured Party Rights and Financial Interest).

Please be advised also that I am The THIRD PARTY INTEREST INTERVENOR, Defendant in error on  
behalf of the above entitled case caption alleged Debtor (s) , HOWARD WHITE, EVERTON STERLING  
and all other derivations therefrom: ~~Without waiving any rights remedies or defenses,~~  
~~statement of procedural~~

**This letter is a lawful notification and request validation to you, pursuant to The Bill of Rights of the National Constitution, the Supreme Law of the Land, in particular, but not limited to, the Fourth, Fifth, Seventh, and Ninth Amendments, and the New York State Constitution, in particular, Article 1 §12.**

**The right of the people to be secure in their persons, houses, papers and effects, against unreasonable searches and seizures, shall not be violated, and no warrants shall issue, but upon probable cause, supported by oath or affirmation, - and particularly describing the place to be searched, and the persons or things to be seized.**

**The right of the people to be secure against unreasonable interception of telephone and telegraph communications shall not be violated, and ex parte orders or warrants shall issue only upon oath or affirmation that there is reasonable ground to believe that evidence of crime may be thus obtained, and identifying the particular means of communication, and particularly describing the person or persons whose communications are to be intercepted and the purpose thereof. (New. Adopted by Constitutional Convention of 1938 and approved by vote of the people November 8, 1938.)**

**You, Edmond J. Pryor and the law firm of Davidson Fink LLP, CEO'S, CFO'S, PRINCIPALS, AGENTS OF DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR FFMLT TRUST 2006-FF6, MORTGAGE-PASS THROUGH CERTIFICATES, SERIES 2006-FF6, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN; also, all relevant parties thereof and the "lawyers/attorneys" pursuant to your oath, it requires Your written response to Everton Sterling (secured party) specific to the subject matter.**

**Your failure to respond, Any direct rebuttal with certified true and complete accompanying proof must be posted with the Notary address herein within sixty days., as stipulated, and rebut, with particularity, everything in this letter with which you disagree is your lawful, legal and binding agreement with and admission to the fact that everything in this letter is true, correct, legal, lawful and binding upon you, in any court, anywhere in America, without your protest or objection or that of those who represent you. Your silence is your acquiescence. See: *Connally v. General Construction Co.*, 269 U.S. 385, 391. Notification of legal responsibility is "the first essential of due process of law." Also, see: *U.S. v. Tweel*, 550 F. 2d. 297. "Silence can only be equated with fraud where there is a legal or moral duty to speak or where an inquiry left unanswered would be intentionally misleading."**

**Edmond J. Pryor and the lawyers of Davidson Fink LLP, you sworn on an oath to uphold and support the Constitution of the United States of America and the Constitution of New York, and pursuant to your oath, you are required to abide by that oath in the performance of your official duties. You have no Constitutional or other valid authority to defy the Constitutions, to which you owe your LIMITED authority, delegated to you by and through the People, and to which you swore your oath; yet, by your actions against (HOWARD WHITE-726 East 219 street, Bronx, New York [10469]; Block 4666, Lot 61,**

Everton Sterling, Secured Party's interest) committed acting as an Agent/Officer of the Court and for DEUTSCHE BANK NATIONAL TRUST COMPANY. Everton Sterling demands Proof that you were authorized by DEUTSCHE BANK NATIONAL TRUST COMPANY to issue, filing of court papers, hiring process servers and all other agents used in any law suits or the alleged debt collection actions against (HOWARD WHITE-726 East 219 street, Bronx, New York [10469]; Block 4666, Lot 61) Everton Sterling, Secured Party's interest's, under penalty of perjury.

**Edmond Pryor and the lawyers of Davidson Fink LLP, Your action has perjured your oath by violating (HOWARD WHITE-726 East 219 Street, Bronx, New York [10469]; Block 4666, Lot 61), Everton Sterling, Secured Party's interest's Constitutionally guaranteed Rights and all aspects of due process of law, in particular those rights secured in the Bill of Rights, including, but not limited to, my 4<sup>th</sup>, 5th, 7th and 9th Amendment Rights and those rights guaranteed and protected in the New York Constitution Article 1 § 12, Declaration of Rights.**

As to my knowledge I have not receive any communication from you via a SUMMONS and COMPLAINT or BILL OF PARTICULARS etc. (Original Court Papers). Your unlawful and criminal, actions have not only violated my constitutional guaranteed protections but I considered your practice/tactics to be unlawful, discriminatory and illegal.

I am therefore requesting all Court orders along with a Fourth Amendment Affidavit to support this illegal proceeding signed and produced under penalty of perjury. At no time Everton Sterling waived any of his rights including those relevant to the National Constitution specific to the Bill of Rights Article IV "the right of the people to be secure in their persons, houses, papers, and effects against unreasonable searches and seizures shall not be violated....", Article V "No person shall be deprived of life, liberty, or property without due process of law.." and per Article VII "In Suits at common law, where the value in controversy shall exceed 20 dollars, the right to trial by jury shall be preserved..." Yet, you acted in contradiction to (HOWARD WHITE-726 East 219 street, Bronx, New York [10469]; Block 4666, Lot 61), Everton Sterling's, Secured Party's interest's guaranteed unalienable rights through assisting a fictional entity, under color of law, to make an attempt of theft of (HOWARD WHITE-726 East 219 street, Bronx, New York [10469]; Block 4666, Lot 61) Everton Sterling, Secured Party's interest's property. I am an Injured Party...

Pursuant to Marbury v. Madison, (1803), all laws repugnant to the Constitution are null and void. Your actions are repugnant to the Constitutions, thus, are without the weight of law and without valid

Should you fail to properly resolve this matter by immediately ceasing and desisting any and all activities against Everton Sterling (secured party's interest) and make restitution, then, be assured that Everton Sterling will take any and all necessary measures against you, as stated above, to protect Everton

Should you persist in your efforts to violate Everton Sterling's (secured party) Rights, then, you commit deliberate fraud, which perjury your oath and violates state laws governing attorneys and the Rules of Professional Conduct. Such actions could subject you to criminal charges, civil action and disciplinary action from the Bar Association and the state Supreme Court, and other governmental agencies with whom (HOWARD WHITE-726 East 219 street, Bronx, New York [10469]; Block 4666, Lot 61), Everton Sterling Secured Party's interest's (secured party), will file charges against you. In addition, Everton Sterling (secured party) will notify your malpractice insurer of your unlawful actions in violation of including, but not limited to, due process of law, which may adversely impact you and possibly your entire law firm (DBA).

USC TITLE 18 > PART 1 > CHAPTER 13 > § 242 Deprivation of rights under color of law  
USC TITLE 18 > PART 1 > CHAPTER 13 > § 241 Conspiracy against rights

b. Form 4490 Proof of Claim

a. Form COL (Violation Warning – Denial of Rights under Color of Law). Exhibit 'B'

proceed under 18 USC §242, 18 USC §245 and 42 USC §1983. Enclosed is:

If you are an attorney, an officer of the court, you are required to have an oath of office on file for public scrutiny and bonds to guarantee your faithful performance of your duties, pursuant to your oath, as the law requires, as well as malpractice insurance. I respectfully demand that you send me a certified copy of your timely filed oath of office and copies of all bonds you are required to obtain according to law including documented proof of your malpractice insurance. If you fail to provide these, then you admit that you have no oath of office, no bonds as required by law and no malpractice insurance. (HOWARD WHITE-726 East 219 Street, Bronx, New York [10469]; Block 4666, Lot 61), Everton Sterling, Secured Party's interest's, (Secured Party) will take all measure through the FOIA to obtain this information and proceed under 18 USC §242, 18 USC §245 and 42 USC §1983. Enclosed is:

unlawful Foreclosure Action as caused Injury and Punitive damages.  
Everton Sterling, Secured Party's interest's, who is the only secured party as filed under UCC financial agreement and anyone claiming such secured interest should produce a PROOF OF CLAIM. This authority as well as all actions through this unlawful "Foreclosure You have Filled-Adopted" denying due process against (HOWARD WHITE-726 East 219 street, Bronx, New York [10469]; Block 4666, Lot 61),



**Sterling (Secured Party) private property, to claim and exercise Everton Sterling's (Secured party) Constitutionally guaranteed Rights, to publicly expose your fraud and see that you are held accountable and liable for your unlawful, fraudulent actions.**

Pursuant to Rule 26(b) Federal Rules of Civil Procedure provides, "Parties may obtain discovery regarding any non privileged matter that is relevant to any party's claim or defenses " including the existence, description, nature, custody, condition, and location of any documents or other tangible things and the identity and location of persons who know of any discoverable matter. For good cause, the court may order discovery of any matter relevant to the subject matter involved in the action."

If you disagree with anything in this letter, (lawful Notification) then rebut that with which you disagree, in writing, with particularity, to Everton Sterling (secured party), within 60 days of this letter's (lawful Notification) date, and support your disagreement with evidence, fact and valid Law by signing in the capacity of a fully liable man or woman being responsible and liable under the penalty of perjury while offering direct testimony with the official capacity as an appointed agent for, under penalty of perjury that you have personal knowledge to the facts herein:

- 1. I am Respectfully demanding Proof of Claim of the alleged debt.**
- 2. I am Respectfully demanding Proof that you not a collection Agent**
- 3. I am respectfully demanding Your EIN #, Firm or DBA, under this case filing and Bar #**
- 4. Proof that you are authorized by DEUTSCHE BANK NATIONAL TRUST COMPANY in written contract form from DEUTSCHE BANK NATIONAL TRUST COMPANY to file, represent in the attempt to seize Everton Sterling's(secured Party) property**
- 5. Written Proof contract/agreement that you hired the Process Server in case # 381213/2008. or if not Who did?**
- 6. I am Respectfully demanding Hired Process Server Name, Address Phone #s, License # and or agencies affiliated with.**
- 7. Provide proof that you filed an acknowledgment to The United States thereof, that they were notified of a Foreclosure action within, (Index # 381213/2008, as such that the United States, have responded to intent and rights of redemption of subject premises. See 28 U.S.C §2410 (c); United States v. John Hancock Mut.Life Ins. Co.,364 U.S. 301 (1960).**
- 8. I am Respectfully demanding proof under the penalty of perjury that this alleged loan is not in violations of any USURY LAWS OR ROBO SIGNING.**
- 9. I am demanding Proof that 30 days' notice was served upon Everton Sterling (secured party) of the alleged Debt Owed before commencement of any case filings.**

10. **Proof that proper GAAP accounting standard was generated loan amount, missed payment(s), interest, escrows, escrow balances was sent to Everton Sterling (secured party), Etc.**
11. **I am Respectfully demanding written proof of Account # or #s and EIN # or #s for the Said Alleged Account (s) foreclosure filed thereupon**
12. **I am demanding Written agreement and copy thereof of all fees received in this alleged lawsuit.**
13. **I am respectfully demanding Certified Copy of your Oath of Office, Surety Bond and/or Malpractice Insurance; insurance company's name and address along with the account executive's name and telephone number for that bond.**
14. **WRITTEN, Duly Registered Copy of DEUTSCHE BANK NATIONAL TRUST COMPANY EIN# you have received in your possession before you initiated this case filings.**
15. **Any certificated or uncertificated security, front and back, used for the funding of accounts # 1044647318, 1044647319 or (726 East 219 Street, Bronx, New York 10469).**
16. **Any and all "Pool Agreement(s)" including account # 1044647318, 1044647319 between and any government sponsored entity, hereinafter (GSE).**
17. **Any and all "Deposit Agreement(s)" regarding account # 1044647318, 1044647319 or the "Pool Agreement" including account #1044647318, 1044647319 or (726 East 219 Street, Bronx, New York 10469).between DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR FFMLT TRUST 2006-FF6, MORTGAGE-PASS THROUGH CERTIFICATES, SERIES 2006-FF6 and any GSE.**
18. **Any and all "Servicing Agreement(s)" between DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR FFMLT TRUST 2006-FF6, MORTGAGE-PASS THROUGH CERTIFICATES, SERIES 2006-FF6 and any GSE.**
19. **Any and all "Custodial Agreement(s)" between DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR FFMLT TRUST 2006-FF6, MORTGAGE-PASS THROUGH CERTIFICATES, SERIES 2006-FF6 and any GSE. MORTGAGE LOAN ASSET BACKED CERTIFICATES, SERIES 2006, SERIES 2006 And Any GSE.**
20. **Any and all "Master Purchasing Agreement" between DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR FFMLT TRUST 2006-FF6, MORTGAGE-PASS THROUGH CERTIFICATES, SERIES 2006-FF6 and any GSE. MORTGAGE LOAN ASSET BACKED CERTIFICATES, SERIES 2006, SERIES 2006 and any GSE.**
21. **Any and all "Issuer Agreement(s)" between DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR FFMLT TRUST 2006-FF6, MORTGAGE-PASS THROUGH CERTIFICATES,**

**SERIES 2006-FF6 and any GSE. MORTGAGE LOAN ASSET BACKED CERTIFICATES, SERIES 2006, SERIES 2006 and Any GSE.**

- 22. Any and all "Commitment to Guarantee" agreement(s) between DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR FEMIT TRUST 2006-FF6 and any GSE. MORTGAGE LOAN ASSET BACKED CERTIFICATES, SERIES 2006, SERIES 2006 and any GSE.**
- 23. Any and all "Release of Document agreements" between DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR FFMLT TRUST 2006-FF6, MORTGAGE-PASS THROUGH CERTIFICATES, SERIES 2006-FF6 and any GSE. MORTGAGE LOAN ASSET BACKED CERTIFICATES, SERIES 2006, SERIES 2006 and any GSE.**
- 24. Any and all "Master Agreement for servicer's Principle and Interest Custodial Account" between DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR FFMLT TRUST 2006-FF6, MORTGAGE-PASS THROUGH CERTIFICATES, SERIES 2006-FF6 and any GSE. MORTGAGE LOAN ASSET BACKED CERTIFICATES, SERIES 2006, SERIES 2006 and any GSE.**
- 25. Any and all "Servicers Escrow Custodial Account" between DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR FFMLT TRUST 2006-FF6, MORTGAGE-PASS THROUGH CERTIFICATES, SERIES 2006-FF6 and any GSE. MORTGAGE LOAN ASSET BACKED CERTIFICATES, SERIES 2006, SERIES 2006 and any GSE.**
- 26. Any and all "Release of Interest" agreements between DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR FFMLT TRUST 2006-FF6, MORTGAGE-PASS THROUGH CERTIFICATES, SERIES 2006-FF6 and any GSE. MORTGAGE LOAN ASSET BACKED CERTIFICATES, SERIES 2006, SERIES 2006 and any GSE.**
- 27. Any Trustee agreement(s) between DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR FFMLT TRUST 2006-FF6, MORTGAGE-PASS THROUGH CERTIFICATES, SERIES 2006-FF6 and any GSE. MORTGAGE LOAN ASSET BACKED CERTIFICATES, SERIES 2006, SERIES 2006 and DEUTSCHE BANK's trustee regarding account # 1044647318, 1044647319 or (726 East 219 Street, Bronx, New York 10469) or pool accounts with any GSE.**
- 28. Please send to the requester a copy of any documentation evidencing any trust relationship regarding the Mortgage/Deed of Trust and any Note in this matter.**
- 29. Please send to the requester a copy of any and all document(s) establishing any Trustee of record for the Mortgage/Deed of Trust and any Note.**
- 30. Please send to the requester a copy of any and all document(s) establishing the date of any**

**Appointment of Trustee Mortgage/Deed of Trust and any Note. Please also include any and all assignments or transfers or nominees of any substitute trustee(s).**

- 31. Please send to the requester a copy of any and all document(s) establishing any Grantor for this Mortgage/Deed of Trust and any Note.**
- 32. Please send to the requester a copy of any and all document(s) establishing any Grantee for this Mortgage/Deed of Trust and any Note.**
- 33. Please send to the requester a copy of any and all document(s) establishing any Beneficiary for this Mortgage/Deed of Trust and any Note.**
- 34. Please send to the requester any documentation evidencing the Mortgage or Deed of trust is not a constructive trust or any other form of trust.**
- 35. All data, information, notations, text, figures and information contained in your mortgage servicing and accounting computer systems including, but not limited to Alltel or Fidelity CPI system, or any other similar mortgage servicing software used by you, any servicers, or sub-servicers of this mortgage account from the inception of this account to the date written above.**
- 36. All descriptions and legends of all Codes used in your mortgage servicing and accounting system so that the examiners, auditors and experts retained to audit and review this mortgage account may properly conduct their work.**
- 37. All assignments, transfers, allonge, or other document evidencing a transfer, sale or assignment of this mortgage, deed of trust, monetary instrument or other document that secures payment by me to this obligation in this account from the inception of this account to the present date including any such assignments on MERS.**
- 38. All records, electronic or otherwise, of assignments of this mortgage, monetary instrument or servicing rights to this mortgage including any such assignments on MERS.**
- 39. All deeds in lieu, modifications to this mortgage, monetary instrument or deed of trust from the inception of this account to the present date.**
- 40. The front and back of each and every canceled check, money order, draft, debit or credit notice issued to any servicers of this account for payment of any monthly payment, other payment, escrow charge, fee or expense on this account.**
- 41. All escrow analyses conducted on this account from the inception of this account until the date of this letter;**
- 42. The front and back of each and every canceled check, draft or debit notice issued for payment of closing costs, fees and expenses listed on any and all disclosure statement(s) including, but not limited**

to, appraisal fees, inspection fees, title searches, title insurance fees, credit life insurance premiums, hazard insurance premiums, commissions, attorney fees, points, etc.

43. Front and back copies of all payment receipts, checks, money orders, drafts, automatic debits and written evidence of payments made by others or me on this account.
44. All letters, statements and documents sent to me by your company;
45. All letters, statements and documents sent to me by agents, attorneys or representatives of your company;
46. All letters, statements and documents sent to me by previous servicers, sub-servicers or others in your account file or in your control or possession or in the control or possession of any affiliate, parent company, agent, sub-servicers, servicers, attorney or other representative of your company.
47. All letters, statements and documents contained in this account file or imaged by you, any servicers or sub-servicers of this mortgage from the inception of this account to present date.
48. All electronic transfers, assignments, sales of the note/asset, mortgage, deed of trust or other security instrument.
49. All copies of property inspection reports, appraisals, BPOs and reports done on the property.
50. All invoices for each charge such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense, which has been charged to this mortgage account from the inception of this account to the present date.
51. All checks used to pay invoices for each charged such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense which has been charged to this mortgage account from the inception of this account to the present date.
52. All agreements, contracts and understandings with vendors that have been paid for any charge on this account from the inception of this account to the present date.
53. All account servicing records, payment payoffs, payoff calculations, ARM audits, interest rate adjustments, payment records, transaction histories, account histories, accounting records, ledgers, and documents that relate to the accounting of this account from the inception of this account until present date?
54. All account servicing transaction records, ledgers, registers and similar items detailing how this account has been serviced from the from the inception of this account until present date? Further, in order to conduct the audit and review of this account, and to determine all proper amounts due, I need the following answers to questions concerning the servicing and accounting of this mortgage account

from its inception to the present date. Accordingly, can you please provide me, in writing, the answers to the questions listed below.

#### **ACCOUNT ACCOUNTING & SERVICING SYSTEMS**

- a. Please identify for me each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date so that this experts can decipher the data provided.
- b. For each account accounting and servicing system identified by you and any subservicers or previous servicers from the inception of this account to the present date, please provide the name and address of the company or party that designed and sold the system.
- c. For each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date, please provide the complete transaction code list for each system so that I, and others can adequately audit this account.

#### **DEBITS & CREDITS**

- a. In a spreadsheet form or in letter form in a columnar format, please detail for me each and every credit on this account and the date such credit was posted to this account as well as the date any credit was received.
- b. In a spreadsheet form or in letterform in a columnar format, please detail for me each and every debit on this account and the date debit was posted to this account as well as the date any debit was received.
- c. For each debit or credit listed, please provide me with the definition for each corresponding transaction code you utilize?
- d. For each transaction code, please provide us with the master transaction code list used by you or previous servicers.

#### **MORTGAGE & ASSIGNMENTS**

- a. Has each sale, transfer or assignment of this mortgage, monetary instrument, deed of trust or any other instrument I executed to secure this debt been recorded in the county property records in the county and state in which my property is located from the inception of this account to the present date? Yes or No? If not, why?
- b. Is your company the servicers of this mortgage account or the holder in due course and beneficial owner of this mortgage, monetary instrument and/or deed of trust?
- d. Have any sales, transfers or assignments of this mortgage, monetary instrument, deed of trust or any other instrument I executed to secure this debt been recorded in any electronic fashion

such as MERS or other internal or external recording system from the inception of this account to the present date? Yes or No?

- e. If yes, please detail for me the names of each seller, purchaser, assignor, assignee or any holder in due course to any right or obligation of any note, mortgage, deed or security instrument I executed securing the obligation on this account that was not recorded in the county records where my property is located whether they be mortgage servicing rights or the beneficial interest in the principal and interest payments.

#### **ATTORNEY FEES**

- a. For purposes of my questions below dealing with attorney fees, please consider the terms attorney fees and legal fees to be one in the same.
- b. Have attorney fees ever been assessed to this account from the inception of this account to the present date?
- c. If yes, please detail each separate assessment, charge and collection of attorney fees to this account from the inception of this account to the present date and the date of such assessment to this account?
- d. Have attorney fees ever been charged to this account from the inception of this account to the present date?
- e. If yes, please detail each separate charge of attorney fees to this account from the inception of this account to the present date and the date of such charge to this account?
- f. Have attorney fees ever been collected from this account from the inception of this account to the present date?
- g. If yes, please detail each separate collection of attorney fees from this account from the inception of this account to the present date and the date of such collection from this account?
- h. Please provide for me the name and address of each attorney or law firm that has been paid any fees or expenses related to this account from the inception of this account to the present date?
- i. Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed authorized the assessment, charge or collection of attorney fees?
- j. Please detail and list for me in writing each separate attorney fee assessed to this account and for which corresponding payment period or month such fee was assessed from the inception of this account to present date.

- k. Please detail and list for me in writing each separate attorney fee collected from this account and for which corresponding payment period or month such fee was collected from the inception of this account to present date.
- l. Please detail and list for me in writing any adjustments in attorney fees assessed and on what date such adjustment was made and the reasons for such adjustment.
- m. Please detail and list for me in writing any adjustments in attorney fees collected and on what date such adjustment were made and the reasons for such adjustment.
- n. Has interest been charged on any attorney fee assessed or charged to this account? Yes or No?
- o. Is interest allowed to be assessed or charged on attorney fees charged or assessed to this account? Yes or No?
- p. How much in total attorney fees have been assessed to this account from the inception of this account until present date? \$\_\_\_\_\_
- q. How much in total attorney fees have been collected on this account from the inception of this account until present date? \$\_\_\_\_\_
- r. How much in total attorney fees have been charged to this account from the inception of this account until present date? \$\_\_\_\_\_
- s. Please send to me copies of all invoices and detailed billing statements from any law firm or attorney that has billed such fees that been assessed or collected from this account.

#### **SUSPENSE/UNAPPLIED ACCOUNTS**

For purposes of this section, please treat the term suspense account and unapplied account as one in the same.

- a. Has there been any suspense or unapplied account transactions on this account from the inception of this account until present date?
- b. If yes, please explain the reason for each and every suspense transaction that occurred on this account? If no, please skip the questions in this section dealing with suspense and unapplied accounts.
- c. In a spreadsheet or in letter form in a columnar format, please detail for me each and every suspense or unapplied transaction, both debits and credits that has occurred on this account from the inception of this account until present date?

#### **LATE FEES**

For purposes of my questions below dealing with late fees, please consider the terms late fees and late charges to be one in the same.



- a. Have you reported the collection of late fees on this account as interest in any statement to me or to the IRS? Yes or No?
- b. Has any previous servicers or sub-servicers of this mortgage reported the collection of late fees on this account as interest in any statement to me or to the IRS? Yes or No?
- c. Do you consider the payment of late fees as liquidated damages to you for not receiving payment on time? Yes or No?
- d. Are late fees considered interest? Yes or No?
- e. Please detail for me in writing what expenses and damages you incurred for any payment I made that was late.
- f. Were any of these expenses or damages charged or assessed to this account in any other way? Yes or No?
- g. If yes, please describe what expenses or charges were charged or assessed to this account?
- h. Please describe for me in writing what expenses you or others undertook due to any payment I made, which was late?
- i. Please describe for me in writing what damages you or others undertook due to any payment I made, which was late?
- j. Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed authorized the assessment or collection of late fees?
- k. Please detail and list for me in writing each separate late fee assessed to this account and for which corresponding payment period or month such late fee was assessed from the inception of this account to present date.
- l. Please detail and list for me in writing each separate late fee collected from this account and for which corresponding payment period or month such late fee was collected from the inception of this account to present date.
- m. Please detail and list for me in writing any adjustments in late fees assessed and on what date such adjustment was made and the reasons for such adjustment.
- n. Has interest been charged on any late fee assessed or charged to this account? Yes or No?
- o. Is interest allowed to be assessed or charged on late fees charged or assessed to this account? Yes or No?

### **RESPA REQUEST**

- a. Have any late charges been assessed to this account? Yes or No?
- b. If yes, how much in total late charges have been assessed to this account from the inception of this account until present date? \$ \_\_\_\_\_
- c. Please provide me with the exact months or payment dates you or other previous servicers of this account claim I have been late with a payment from the inception of this account to the present date.
- d. Have late charges been collected on this account from the inception of this account until present date? Yes or No?
- e. If yes, how much in total late charges have been collected on this account from the inception of this account until present date? \$ \_\_\_\_\_

### **PROPERTY INSPECTIONS**

- a. For purposes of this section property inspection and inspection fee refer to any inspection of property by any source and any related fee or expense charged, assessed or collected for such inspection.
- b. Have any property inspections been conducted on my property from the inception of this account until the present date?
- c. If your answer is no, you can skip the rest of these questions in this section concerning property inspections?
- d. If yes, please tell me the date of each property inspection conducted on my property that is the secured interest for this mortgage, deed or note?
- e. Please tell me the price charged for each property inspection?
- f. Please tell me the date of each property inspection?
- g. Please tell me the name and address of each company and person who conducted each property inspection on my property?
- h. Please tell me why property inspections were conducted on my property?
  - i. Please tell me how property inspections are beneficial to me.
  - j. Please tell me how property inspections are protective of my property.
  - k. Please explain to me your policy on property inspections.
- l. Do you consider the payment of inspection fees as a cost of collection? Yes or No?
- m. If yes, why?
- n. Do you use property inspections to collect debts? Yes or No?

**RESPA REQUEST**

- a. Have you used any portion of the property inspection process on my property to collect a debt or inform me of a debt, payment or obligation I owe?
- b. If yes, please answer when and why?
- c. Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment or collection of property inspection fees?
- d. Have you labeled in any record or document sent to me a property inspection as a misc. advance? Yes or No?
- e. If yes, why?
- f. Have you labeled in any record or document sent to me a property inspection as a legal fee or attorney fee? Yes or No?
- g. If yes, why?
- h. Please detail and list for me in writing each separate inspection fee assessed to this account and for which corresponding payment period or month such fee was assessed from the inception of this account to present date.
- i. Please detail and list for me in writing each separate inspection fee collected from this account and for which corresponding payment period or month such fee was collected from the inception of this account to present date.
- j. Please detail and list for me in writing any adjustments in inspection fees assessed and on what date such adjustment was made and the reasons for such adjustment.
- k. Please detail and list for me in writing any adjustments in inspection fees collected and on what date such adjustment was made and the reasons for such adjustment.
- l. Has interest been charged on any inspection fees assessed or charged to this account? Yes or No?
- m. If yes, when and how much was charged?
- n. interest allowed to be assessed or charged on inspection fees charged or assessed to this account? Yes or No?
- o. How much in total inspection fees have been assessed to this account from the inception of this account until present date? \$ \_\_\_\_\_
- p. How much in total inspection fees have been collected on this account from the inception of this account until present date? \$ \_\_\_\_\_

- q. Please forward to me copies of all property inspections made on my property in this mortgage account file.
- r. Has any fee charged or assessed for property inspections been placed into escrow account? Yes or no?

#### **BPO FEES**

- a. Have any BPOs [Broker Price Opinions] been conducted on my property?
- b. If yes, please tell me the date of each BPO conducted on my property that is the secured interest for this mortgage, deed or note?
- c. Please tell me the price of each BPO?
- d. Please tell me who conducted each BPO?
- e. Please tell me why BPOs were conducted on my property
- f. Please tell me how BPOs are beneficial to me.
- g. Please tell me how BPOs are protective of my property.
- h. Please explain to me your policy on BPOs.
- i. Have any BPO fees been assessed to this account? Yes or No?
- j. If yes, how much in total BPO fees have been assessed to this account? \$ \_\_\_\_\_
- k. Have any BPO fees been charged to this account? Yes or No?
- l. If yes, how much in total BPO fees have been charged to this account? \$ \_\_\_\_\_
- m. Please tell me specifically what clause, paragraph and sentence in the note, mortgage or deed of trust or any agreement I have executed allows you to assess, charge or collect a BPO fee from me.
- n. Please send to me copies of all BPO reports that have been done on my property.
- o. Has any fee charged or assessed for A BPO been placed into escrow? Yes or no?

#### **FORCED-PLACED INSURANCE**

- a. Have you placed or ordered any forced-placed insurance policies on my property?
- b. If yes, please tell me the date of each policy ordered or placed on my property that is the secured interest for this mortgage, deed or note?
- c. Please tell me the price of each policy?
- d. Please tell me the agent for each policy?
- e. Please tell me why each policy was placed on my property.
- f. Please tell me how the policies are beneficial to me.

### **RESPA REQUEST**

- g. Please tell me how policies are protective of my property.**
- h. Please explain to me your policy on forced-placed insurance.**
- i. Have any forced-placed insurance fees been assessed to this mortgage or escrow account?**  
**Yes or No?**
- j. If yes, how much in total forced-placed policy fees have been assessed to this account?**  
**\$ \_\_\_\_\_**
- k. Have any forced-placed insurance fees been charged to this mortgage or escrow account?**  
**Yes or No?**
- l. If yes, how much in total forced-placed insurance fees have been charged to this mortgage or escrow account? \$ \_\_\_\_\_**
- m. Please tell me specifically what clause, paragraph and sentence in the note, mortgage or deed of trust or any agreement I have executed allows you to assess, charge or collect forced placed insurance fees from me.**
- n. Do you have any relationship with the agent or agency that placed any policies on my property? If yes, please describe.**
- o. Do you have any relationship with the carrier that issued any policies on my property? If yes, please describe.**
- p. Has the agency or carrier you used to place a forced-placed insurance policy on my property provided you any service, computer system, discount on policies, commissions, rebates or any form of consideration? If yes, please describe.**
- q. Do you maintain a blanket insurance policy to protect your properties when customer policies have expired?**
- r. Please send to me copies of all forced-placed insurance policies that have been ordered on my property.**

### **SERVICING RELATED QUESTIONS**

**For each of the following questions listed below, please provide me with a detailed explanation in writing that answers each question. In addition, I need the following answers to questions concerning the servicing of this mortgage account from its inception to the present date.**

**Accordingly, can you please provide me, in writing, the answers to the questions listed below:**

- a. Did the originator or previous servicers of this account have any financing agreements or contracts with your company or an affiliate of your company?**
- c. Did the originator of this account or previous servicers of this account have a warehouse**

account agreement or contract with your company?

- d. Did the originator of this account or previous servicers of this account receive any compensation, fee, commission, payment, rebate or other financial consideration from your company or any affiliate of your company for handling, processing, originating or administering this loan? If yes, please describe and itemize each and every form of compensation, fee, commission, payment, rebate or other financial consideration paid to the originator of this account by your company or any affiliate.
- e. Please identify for me where the originals of this entire account file are currently located and how they are being stored, kept and protected?
- f. Where is the original monetary instrument or mortgage I signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.
- g. Where is the original deed of trust or mortgage and note I signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.
- h. Since the inception of this loan, has there been any assignment of my monetary instrument/asset to any other party? If the answer is yes, identify *the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment?*
- i. Since the inception of this loan, has there been any assignment of the deed of trust or mortgage and note to any other party? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment?
- k. Since the inception of this loan, has there been any sale or assignment of servicing rights to this mortgage account to any other party? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment or sale.
- l. Since the inception of this loan, has any sub-servicers serviced any portion of this mortgage loan? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has sub-serviced this mortgage loan.
- m. Has this mortgage account been made a part of any mortgage pool since the inception of this loan? If yes, please identify for me each and every account mortgage pool that this mortgage has been a part of from the inception of this account to the present date.

- n. Has each and every assignment of my asset/monetary instrument been recorded in the county land records where the property associated with this mortgage account is located?
- o. Has there been any electronic assignment of this mortgage with MERS [Mortgage Electronic Registration System] or any other computer mortgage registry service or computer program? If yes, please identify the name and address of each and every individual, entity, party, bank, trust or organization or servicers that has been assigned the mortgage servicing rights to this account as well as the beneficial interest to the payments of principal and interest on this loan.
- p. Have there been any investors [as defined in your industry] who have participated in any mortgage-backed security, collateral mortgage obligation or other mortgage security instrument that this mortgage account has ever been a part of from the inception of this mortgage to the present date? If yes, please identify the name and address of each and every individual, entity, organization and/or trust.
- q. Please identify for me the parties and their addresses to all sales contracts, servicing agreements, assignments, allonges, transfers, indemnification agreements, recourse agreements and any agreement related to this account from its inception to the current date written above.
- r. Please provide me with copies of all sales contracts, servicing agreements, assignments, allonges, transfers, indemnification agreements, recourse agreements and any agreement related to this account from its inception to the current date written above.
- s. How much was paid for this individual mortgage account by you?
- t. If part of a mortgage pool, what was the principal balance used by you to determine payment for this individual mortgage loan.
- u. If part of a mortgage pool, what was the percentage paid by you of the principal balance above used to determine purchase of this individual mortgage loan.
- v. Who did you issue a check or payment to for this mortgage loan?
- w. Please provide me copies with the front and back of canceled check.
- x. Did any investor approve the foreclosure of my property?
- y. Has HUD assigned or transferred foreclosure rights to you as required by 12 USC 3754?
- z. Please identify all persons who approved the foreclosure of my property!

Please provide me with the documents I have requested and a detailed answer to each of my questions within the required lawful time frame. Upon receipt of the documents and answers, an exam and audit will be conducted that may lead to a further document request and answers to questions under an additional QWR letter.

d. Everton Sterling's, secured party's (Howard White's) entitlement in filing and executing any CERTIFICATES, SERIES 2006, SERIES 2006 Liability Insurance and/or bond.

NATIONAL TRUST COMPANY AS TRUSTEE FOR FFMLT TRUST 2006-FF6, MORTGAGE-PASS THROUGH CERTIFICATES, SERIES 2006-FF6 MORTGAGE LOAN ASSET BACKED

c. Everton Sterling's, Secured party's (Howard White's) right of collection via DEUTSCHE BANK security re-registered in (Secured Party's) Howard White's, and only Howard White's name.

b. Everton Sterling, Secured party's (Howard White's) right to have any certificated or uncertificated East 219 Street, Bronx, New York [10469]).

[10469]) and any property and/or real estate connected with account #1044647318, 1044647319 or (726

connection with account # 1044647318, 1044647319 or (726 East 219 Street, Bronx, New York

ASSET BACKED CERTIFICATES, SERIES 2006, SERIES 2006 may have or may have had in

FF6, MORTGAGE-PASS THROUGH CERTIFICATES, SERIES 2006-FF6 MORTGAGE LOAN

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR FFMLT TRUST 2006-

misrepresentation, revocation and rescinding of any and all power of attorney or appointment

a. Everton Sterling's (Howard White) right, by breach of fiduciary responsibility and fraud and

#### RESPA REQUEST

but not limited by any and all:

and all immunities or defenses in claims and or violations agreed to in this RESPA REQUEST including

account # 1044647318, 1044647319 or (726 East 219 Street, Bronx, New York [10469]) and waives any

White) or any property or collateral connected to secured Party's, Everton Sterling (Howard White) or

terminate/remove any and all right, title and interests (liens) in Secured party's, Everton Sterling (Howard

REQUEST", agrees and consents to including but not limited by any violations of law and/or immediate

silence of this RESPA REQUEST via certified rebuttal of any and all points herein in this RESPA

DEUTSCHE BANK's or any agents, transfers, or assigns omissions of or agreement by

#### Default Provision(s) under this QUALIFIED WRITTEN RESPA REQUEST

penny and correct any abuse(s) or scheme(s) uncovered and documented.

RESPA REQUEST in accordance with law and the questions, documents and validation of debt to the

federal regulators; and other consumer advocates; and my congressman. It is my hope that you answer this

records, Dispute of Debt letter are being sent to FTC, HUD, Thrift Supervision, all relevant state and

Copies of this Qualified Written Request, Validation of Debt, TILA and request for accounting and legal





proceedings shall not discharge any obligation(s) of this agreement.

default provisions or any other law.

**in manner, a "Certificate of Non-Response" serves as DEUTSCHE BANK'S judgment and**

~~fully liable man or woman being responsible and liable under the penalty of perjury while offering~~

in accordance of and in compliance with current statutes and/or laws by signing in the capacity of a

**Offering a rebuttal of this RESPA REQUEST must do so in the manner of this "RESPA REQUEST"**

**ASSET BACKED CERTIFICATES, SERIES 2006, SERIES 2006 or any transfers, agents or assigns**

FILED Jun 17 2014 Bronx County Clerk

Form 1

State of New York }  
County of Bronx } ss:

No. 0175

I, Luis Diaz, Clerk of the County of Bronx, and Clerk of the Supreme Court in and for said  
county, the same being a court of record having a seal, DO HEREBY CERTIFY THAT

**AMANDAH PASHA**



whose name is subscribed to the annexed original instrument has been commissioned and qualified  
as a NOTARY PUBLIC.....  
and has filed his/her original signature in this office and that he/she was at the time of taking such  
proof or acknowledgment or oath duly authorized by the laws of the State of New York to take  
the same; that he/she is well acquainted with the handwriting of such public officer or has compared  
the signature on the certificate of proof or acknowledgment or oath with the original signature  
filed in his/her office by such public officer and he/she believes that the signature on the original instrument  
is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal this  
12th day of May, 2014



*[Signature]*  
County Clerk, Bronx County

56. Please provide the Constitutional Articles that forbid a non-lawyer and propels Lawyers to Acquiring "Licenses" for the practice of Law.
57. Please produce the Legislative Act and its implementing regulations that precipitated this cause.
58. Please produce the Legislative Act that created the office of Lawyer, Attorney, Counselor or Esquire.
59. Please direct me to the office where one can obtain a License for the Practice of Law in the appropriate state of jurisdiction.
60. Please provide an Affidavit that you have perjured your Oath of Office and are committing Constructive Treason against the Constitution for the united states of America and the "Old Glory."

Your failure to respond, under the penalty of perjury that you have personal knowledge of the facts herein, as stipulated; Consent and agreement with this Power of Attorney by DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR FFMLT TRUST 2006-FF6, MORTGAGE-PASS THROUGH CERTIFICATES, SERIES 2006-FF6, MORTGAGE LOAN ASSET BACKED CERTIFICATES, SERIES 2006, SERIES 2006 HAS BEEN SATISFIED; and waives any and all claims of and/or defenses and remains in effect until satisfaction of all obligation(s) by DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE agreement with and admission to the fact that everything in this letter is true, correct, legal, lawful, and is your irrevocable agreement attesting to this, fully binding upon you, in any court in America, without your protest or objection or that of those who represent you.

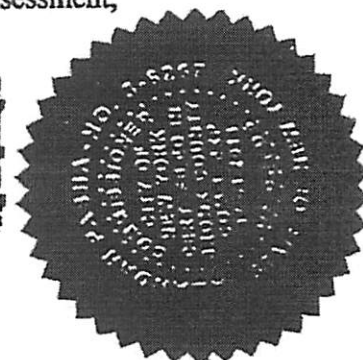
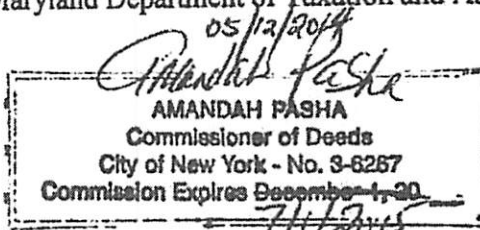
All Rights Reserved UCC 1-308/UCC 1-207/1-103

By: *Everton Sterling*

Everton Sterling, Sui Juris,  
Executive Administrator/Grantor/ Secured Party for  
EVERTON ALOYSIUS STERLING per UCC filed with New York State, Department of State,  
UCC Division and State of Maryland, Maryland Department of Taxation and Assessment,  
UCC-1 (lien).

Cc:

To: Edmond J. Pryor Esq.  
1925 Williamsbridge Road  
Bronx, New York [10461]  
CERTIFIED MAIL # 7013 2250 0001 0026 1363



Davidson Fink LLP  
28 E Main St #1700,  
Rochester, NY 14614  
CERTIFIED MAIL # 7013 2250 0001 0022 9998

7013 2250 0001 0022 9998

CONT'D

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,  
AS NOMINEE FOR FIRST FRANKLIN, A DIVISION OF NAT.**

**CITY BANK OF IN.**

**1818 LIBRARY STREET, SUITE 300**

**RESTON, VA 20190**

**CERTIFIED MAIL # 7013 2250 0001 0025 7106**

**7013 2250 0001 0025 7106**

**FIRST FRANKLIN**

**c/o SECURITY CONNECTIONS**

**1935 INTERNATIONAL WAY**

**IDAHO FALLS, ID 83402**

**CERTIFIED MAIL # 7013 2250 0001 0025 7236**

**7013 2250 0001 0025 7236**

**FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN**

**2150 NORTH FIRST STREET**

**SAN JOSE, CA 95131**

**CERTIFIED MAIL # 7013 2250 0001 0025 7243**

**7013 2250 0001 0025 7243**

**The Supreme Court of the State of New York**

**c/o Hon. John A. Barone**

**851 Grand Concourse**

**Bronx, New York 10451**

**CERTIFIED MAIL # 7013 2250 0001 0025 7250**

**7013 2250 0001 0025 7250**

**The Supreme Court of the State of New York**

**c/o The Bronx County Clerk**

**851 Grand Concourse**

**Bronx, New York 10451**

**CERTIFIED MAIL # 7013 2250 0001 0025 7267**

**7013 2250 0001 0025 7267**

**Preet Bharara**

**c/o Criminal Division**

**United States Attorney**

**Office Southern District of New York**

**One St. Andrew's Plaza**

**New York, NY 10007**

**CERTIFIED MAIL # 7013 2250 0001 0025 7113**

**7013 2250 0001 0025 7113**

**THE OFFICE OF THE NEW YORK STATE GOVERNOR**

**C/O Hon. Andrew M. Cuomo**

**The NYS Capitol Building**

**Albany, NY 12224-0341**

**CERTIFIED MAIL # 7013 2250 0001 0025 7274**

**7013 2250 0001 0025 7274**

**CONT'D**

FILED Jun 1 / 2014 Bronx County Clerk

**THE NEW YORK STATE ATTORNEY GENERAL**

C/O Hon. Eric Schneiderman

Office of the Attorney General

The Capitol

Albany, NY 12224-0341

CERTIFIED MAIL # 7013 2250 0001 0025 7281

7013 2250 0001 0025 7281

The Governor General

C/O Hon. David Johnston

Rideau Hall

1 Sussex Drive Ottawa

Ottawa K1A 0A1

Tel. (613) 993-8200

Fax (613)-998-8760

CERTIFIED MAIL # 7013 2250 0001 0025 7298

7013 2250 0001 0025 7298

Federal Trade Commission 3, Office of RBSPA and Interstate Land Sales

600 Pennsylvania Avenue NW, Office of Housing, Room 9146

Washington, DC, 20580 Department of Housing and Urban Development

451 Seventh Street, SW

CERTIFIED MAIL # 7013 2250 0001 0025 7304

7013 2250 0001 0025 7304

Office of Housing Enterprise Oversight (OHEO)

1700 G Street, NW, Fourth Floor,

Washington, DC 20552.

RBSPA REQUEST

CERTIFIED MAIL # 7013 2250 0001 0025 7311

7013 2250 0001 0025 7311

Internal Revenue Service (3949A)

Stop C2003

Fresno, CA 93888

CERTIFIED MAIL # 7013 2250 0001 0025 7328

7013 2250 0001 0025 7328

Donald B. Verth, Jr.

Solicitor General of the United States

950 Pennsylvania Ave

NW Washington, D.C. 20530-0001

CERTIFIED MAIL # 7013 2250 0001 0025 7335

7013 2250 0001 0025 7335

Hon. Jonathan Lippman

Chief Judge of the State of New York

New York State Court of Appeals

20 Eagle Street

Albany, New York 12207

CERTIFIED MAIL # 7013 2250 0001 0025 7342

7013 2250 0001 0025 7342

Hon. A. Gail Prudent

Chief Administrative Judge

25 Beaver Street

New York, NY 10004

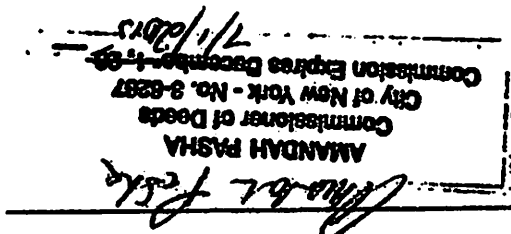
CERTIFIED MAIL # 7013 2250 0001 0025 7359

7013 2250 0001 0025 7359

**CONT'D**

**U.S. Department of Justice  
The Attorney General United States  
C/O The Hon. Eric H. Holder, Jr.  
950 Pennsylvania Avenue, NW  
Washington, DC 20530-0001  
CERTIFIED MAIL # 7013 2250 0001 0025 7373**

**7013 2250 0001 0025 7373**



I, Amanda Pasha (Commissioner of the Department of Corrections), certify that I personally delivered this notice to above named recipient and address on May 31, 2014 at via, United States Postal Certified Mail # 7013 2250 0001 0028 1363

### Notice of Service:

You are advised to cease and desist with your demand and to seek personal legal counsel if you do not understand the law.

Warning, you may be in violation of Federal Law and persisting with your demand may lead to your arrest and/or civil damages. Also understand that the law provides that you can be held personally responsible and liable, as well as your company or agency.

42 USC §1983 provides that every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress.

18 USC §242 provides that whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States ... shall be fined under this title or imprisoned not more than one year, or both, 16 USC §245 provided that whoever, whether or not acting under color of law, intimidates or interferes with any person from participating in or enjoying any benefit, service, privilege, program, facility, or activity provided or administered by the United States; [or] applying for or enjoying employment, or any privileges thereof, by any agency of the United States; shall be fined under this title, or imprisoned not more than one year, or both.

Attempting to cause a person to do something by telling that person that such action is required by law, when it is not required by law, may be a felony.

Federal law provides that it is a crime to violate the rights of a citizen under the color of law. You can be arrested for this crime and you can also be held personally liable for civil damages.

### Legal Notice and Warning

I certify that the foregoing information stated here is true and correct.  
Citizen's Signature (All Rights Reserved UCC 1-3081-207)  
Date: May 31, 2014

Form COL	
Name and address of citizen Evelyn A. Sterling C/O P.O. Box 341, Bronx, New York (10469)	Name and address of Notice Recipient EDMOND J. PRYOR, ESQ. 1925 WILLIAMSBURGH ROAD BRONX, NEW YORK (10461)
Violation Warning—18 U.S.C. §242; 16 U.S.C. §245; 42 U.S.C. §1983	Denial of Rights Under Color of Law



**Form COL**

**Violation Warning**  
Denial of Rights Under Color of Law

Violation Warning—18 U.S.C. § 245; 42 U.S.C. § 1983

Name and address of Citizen  
Evertson A. Sterling  
C/O P.O. Box 341  
Bronx, New York 10469

Name and address of Notice Recipient  
DEUTSCHE BANK NATIONAL TRUST  
COMPANY AS TRUSTEE FOR FPMIT 2008-  
FF6TRUST - 150 Allegheny Center Mall  
Pittsburgh, PA 15212

Citizen's Signature (All Rights Reserved UCC 1-308-1-207)  
By: *Evertson A. Sterling*

Date: May 31, 2014

**Legal Notice and Warning**

Federal law provides that it is a crime to violate the rights of a citizen under the color-of-law. You can be arrested for this crime and you can also be held personally liable for civil damages.

Attempting to cause a person to do something by telling that person that such action is required by law, when it is not required by law, may be a felony.

18 USC §242 provides that whoever, under color of any law, statute, ordinance, regulation, or custom, wrongfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States ... shall be fined under this title or imprisoned not more than one year, or both. 18 USC §245 provides that whoever, under color of law, intimidates or interferes with any person from participating in or enjoying any benefit, service, privilege, program, facility, or activity provided or administered by the United States; [or] applying for or enjoying employment, or any perquisite thereof, by any agency of the United States; shall be fined under this title, or imprisoned not more than one year, or both.

42 USC §1983 provides that every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress.

Warning, you may be in violation of Federal Law and persisting with your demand may lead to your arrest and/or civil damages. Also understand that the law provides that you can be held personally responsible and liable, as well as your company or agency.

You are advised to cease and desist with your demand and to seek personal legal counsel if you do not understand the law.

**Notice of Service:**

I, Amanda Patis (Commissioner of Deeds), certify that I personally delivered this notice to above named recipient and address on May 31, 2014 at via, United States Postal Certified Mail # 7013 2250 0001 0025 7120

AMANDA PATA  
Commissioner of Deeds  
City of New York - No. 9-6297  
Commission Expires December 1, 2015

FILED Jun 1 / 2014 Bronx County Clerk

Everton A. Sterling  
C/O P.O. Box 341,  
Bronx, New York (10469)

Pg 1

Davidson Fink LLP  
28 E Main St #1700,  
Rochester, NY 14614

Citizen's statement

I certify that the foregoing information stated here is true and correct.

Citizen's signature (All Rights Reserved UCC 1-308H-207)

By: *Davidson Fink*

Date: May 31, 2014

### Legal Notice and Warning

Federal law provides that it is a crime to violate the Rights of a citizen under the color-of-law. You can be arrested for this crime and you can also be held personally liable for civil damages.

Attempting to cause a person to do something by telling that person that such action is required by law, when it is not required by law, may be a felony.

18 USC §242 provides that whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States ... shall be fined under this title or imprisoned not more than one year, or both. 18 USC §245 provided that Whoever, whether or not acting under color of law, intimidates or interferes with any person from participating in or enjoying any benefit, service, privilege, program, facility, or activity provided or administered by the United States; [or] applying for or enjoying employment, or any perquisite thereof, by any agency of the United States; shall be fined under this title, or imprisoned not more than one year, or both.

42 USC §1983 provides that every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress.

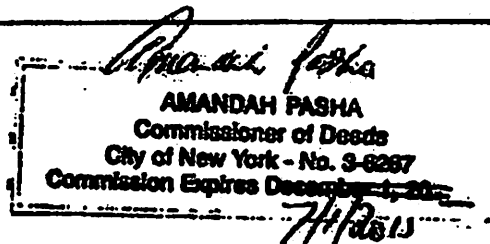
Warning, you may be in violation of Federal Law and persisting with your demand may lead to your arrest and/or civil damages! Also understand that the law provides that you can be held personally responsible and liable, as well as your company or agency.

You are advised to cease and desist with your demand and to seek personal legal counsel if you do not understand the law.

### Notice of Service:

I, Amanda Pasha (Commissioner of Deeds), certify that I personally delivered this notice to above named recipient and address on May 31, 2014 at via, United States Postal Certified Mail # 7013 2250 0001 0022 9998

Public Domain - Privacy Form CCL(P)



**Form COL**

**Violation Warning  
Denial of Rights Under Color of Law**

► Violation Warning—18 U.S.C. §242; 18 U.S.C. §245; 42 U.S.C. §1983

Name and address of Citizen

Everton A. Sterling  
C/O P.O. Box 341,  
Bronx, New York [10469]

Name and address of Notice Recipient

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,  
AS NOMINEE FOR FIRST FRANKLIN, A DIVISION OF NAT.  
CITY BANK OF IN. 1818 LIBRARY STREET, SUITE 300  
RESTON, VA 20190 .

Citizen's statement

I certify that the foregoing information stated here is true and correct.

Citizen's signature (All Rights Reserved UCC 1-308/1-207)

► *Everton A. Sterling*

Date ► May 31, 2014

**Legal Notice and Warning**

Federal law provides that it is a crime to violate the Rights of a citizen under the color-of-law. You can be arrested for this crime and you can also be held personally liable for civil damages.

Attempting to cause a person to do something by telling that person that such action is required by law, when it is not required by law, may be a felony.

18 USC §242 provides that whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States ... shall be fined under this title or imprisoned not more than one year, or both. 18 USC §245 provided that Whoever, whether or not acting under color of law, intimidates or interferes with any person from participating in or enjoying any benefit, service, privilege, program, facility, or activity provided or administered by the United States; [or] applying for or enjoying employment, or any perquisite thereof, by any agency of the United States; shall be fined under this title, or imprisoned not more than one year, or both.

42 USC §1983 provides that every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress.

Warning, you may be in violation of Federal Law and persisting with your demand may lead to your arrest and/or civil damages! Also understand that the law provides that you can be held personally responsible and liable, as well as your company or agency.

You are advised to cease and desist with your demand and to seek *personal* legal counsel if you do not understand the law.

**Notice of Service:**

I, Amandah Pasha (Commissioner of Deeds), certify that I personally delivered this notice to above named recipient and address on May 31, 2014 at via, United States Postal Certified Mail # 7013 2250 0001 0025 7106

Public Domain—Privacy Form COL(P)

*Amandah Pasha*  
**AMANDAH PASHA**  
Commissioner of Deeds  
City of New York - No. 9-6267  
Commission Expires December 1, 2015  
*7/1/2015*

7/1/2015  
Commission Expires December 1, 2015  
City of New York - No. 9-6297  
Commissioner of Deeds  
AMANDA PASHA

I, Amanda Pasha (Commissioner of Deeds), certify that I personally delivered this notice to above named recipient and address on May 31, 2014 at via, United States Postal Certified Mail # 7013 2250 0001 0025 7236

### Notice of Service:

You are advised to cease and desist with your demand and to seek personal legal counsel if you do not understand the law.

Warning, you may be in violation of Federal Law and persisting with your demand may lead to your arrest and/or civil damages! Also understand that the law provides that you can be held personally responsible and liable, as well as your company or agency.

42 USC §1983 provides that every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen or inmate secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress.

18 USC §242 provides that whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States shall be fined under this title or imprisoned not more than one year, or both. 18 USC §245 provides that whoever, whether or not acting under color of law, intimidates or interferes with any person from participating in or enjoying any benefit, service, privilege, program, facility, or activity provided or administered by the United States; (or) applying for or enjoying employment, or any perk therefrom, by any agency of the United States; shall be fined under this title, or imprisoned not more than one year, or both.

18 USC §242 provides that whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States shall be fined under this title or imprisoned not more than one year, or both. 18 USC §245 provides that whoever, whether or not acting under color of law, intimidates or interferes with any person from participating in or enjoying any benefit, service, privilege, program, facility, or activity provided or administered by the United States; (or) applying for or enjoying employment, or any perk therefrom, by any agency of the United States; shall be fined under this title, or imprisoned not more than one year, or both.

Attempting to cause a person to do something by telling that person that such action is required by law, when it is not required by law, may be a felony.

Federal law provides that it is a crime to violate the rights of a citizen under the color of law. You can be arrested for this crime and you can also be held personally liable for civil damages.

### Legal Notice and Warning

Date: May 31, 2014

I certify that the foregoing information stated here is true and correct  
Citizen's signature (All Rights Reserved UCC 1-3061-207)

Form COL	
Denial of Rights Under Color of Law	Violation Warning—18 U.S.C. §242, 42 U.S.C. §1983
Name and address of Citizen Everton A. Sterling C/O P.O. Box 341, Bronx, New York 10469	Name and address of Notice Recipient FIRST FRANKLIN C/O SECURITY CONNECTIONS 1936 INTERNATIONAL WAY IDAHO FALLS, ID 83402

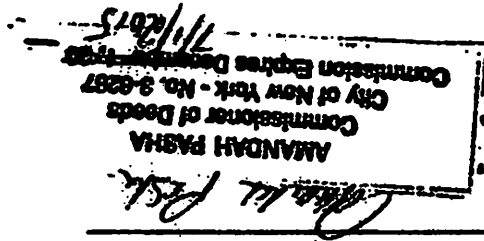


Photo Courtesy - Police Department

I, Amanda Pasha (Commissioner of Deeds), certify that I personally delivered this notice to above named recipient and address on May 31, 2014 at via, United States Postal Certified Mail # 7013 2250 0001 0025 7243

### Notice of Service:

You are advised to cease and desist with your demand and to seek personal legal counsel if you do not understand the law.

Warning, you may be in violation of Federal Law and persisting with your demand may lead to your arrest and/or civil damages. Also understand that the law provides that you can be held personally responsible and liable, as well as your company or agency.

42 USC §1983 provides that every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress.

18 USC §242 provides that whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States ... shall be fined under this title or imprisoned not more than one year, or both. 18 USC §246 provides that whoever, whether or not acting under color of law, intimidates or interferes with any person from participating in or enjoying any benefit, service, privilege, program, facility, or activity provided or administered by the United States, [or] applying for or enjoying employment, or any perquisite thereof, by any agency of the United States; shall be fined under this title, or imprisoned not more than one year, or both.

Attempting to cause a person to do something by telling that person that such action is required by law, when it is not required by law, may be a felony.

Federal law provides that it is a crime to violate the rights of a citizen under the color-of-law. You can be arrested for this crime and you can also be held personally liable for civil damages.

### Legal Notice and Warning

Date: May 31, 2014

I certify that the foregoing information stated here is true and correct.  
Citizen's Signature (All Rights Reserved UCC 1-3034-207)

<b>Form COL</b> Violation Warning Denial of Rights Under Color of Law Violation Warning—18 U.S.C. §242; 18 U.S.C. §246; 42 U.S.C. §1983		Name and address of victim Everson A. Sterling C/O P.O. Box 341, Bronx, New York (10469)	Name and address of Notice Recipient: FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN 2150 NORTH FIRST STREET SAN JOSE, CA 95131
--	--	---	--

# Proof of Claim for Internal Revenue Taxes

Department of the Treasury/Internal Revenue Service



Form 4490  
(Rev. 2-2005)

Docket Number  
381213/2008

Kind of Proceeding  
Foreclosure

In the SUPREME Court  
for the BRONX, COUNTY

In the Matter of:

Taxpayer's Identifying Number:

Social Security Number  
[REDACTED]

Employer Identification Number

The undersigned officer of the Internal Revenue Service, a duly authorized agent of the United States in this behalf, being duly sworn, deposes and says that:

1. \_\_\_\_\_ is justly and truly indebted to the United States in the amount of \_\_\_\_\_ with interest and penalty as shown below.
2. This debt is for taxes due under the Internal Revenue laws of the United States as follows:

Kind of Tax and Period	Unpaid Assessed Balance (dollars)	Accrued Interest (dollars)	Accrued Late Payment Penalty (dollars)	Total	Date Tax Lien Arose

3. No part of this debt has been paid, and it is now due and payable to the United States Treasury at the Office of Internal Revenue Service;
4. Except for the statutory tax liens that arose on the above dates, the United States does not hold, to the deponent's knowledge or belief, any security for this debt;
5. No note or other negotiable instrument has been received for this debt or any part of it, nor has any judgment been rendered with respect to this debt; and
6. This debt has priority and must be paid in full in advance of distribution to creditors to the extent provided by law.  
See 31 U.S.C. Section 3713(a). Any executor, administrator, or other person who fails to pay the claims of the United States in accordance with its priority may become personally liable for this debt under 31 U.S.C. Section 3713(b).

(Notarize or witness if court requires)

Subscribed and Sworn to Before Me On

Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

Signature

Title

ID Number

Telephone Number

Address

## Proof of Claim for Internal Revenue Taxes

Department of the Treasury/Internal Revenue Service

In the SUPREME Court  
for the BRONX, COUNTY

**In the Matter of:**

Form 4490  
(Rev. 2-2005)

Docket Number  
381213/2008

Kind of Proceeding  
**Foreclosure**

Taxpayer's Identifying Number:

Social Security Number

Employer Identification Number

The undersigned officer of the Internal Revenue Service, a duly authorized agent of the United States in this behalf, being duly sworn, deposes and says that:

1. \_\_\_\_\_ is justly and truly indebted to the United States in the amount of \_\_\_\_\_ with interest and penalty as shown below.

2. This debt is for taxes due under the Internal Revenue laws of the United States as follows:

[illegible]

3. No part of this debt has been paid, and it is now due and payable to the United States Treasury at the Office of Internal Revenue Service;
4. Except for the statutory tax liens that arose on the above dates, the United States does not hold, to the deponent's knowledge or belief, any security for this debt;
5. No note or other negotiable instrument has been received for this debt or any part of it, nor has any judgment been rendered with respect to this debt; and
6. This debt has priority and must be paid in full in advance of distribution to creditors to the extent provided by law:  
See 31 U.S.C. Section 3713(a). Any executor, administrator, or other person who fails to pay the claims of the United States in accordance with its priority may become personally liable for this debt under 31 U.S.C. Section 3713(b).

(Notarize or witness if court requires)

**Subscribed and Sworn to Before Me On**

Month	Day	Year
-------	-----	------

Signature \_\_\_\_\_

Title

ID Number

Telephone Number

Address

**Docket Number**  
**381213/2008**

In the SUPREME Court  
for the BRONX, COUNTY

**Taxpayer's Identifying Number:**

Social Security Number

Employer Identification Number

1. \_\_\_\_\_ is justly and truly indebted to the United States in the amount of \_\_\_\_\_ with interest and penalty as shown below.

[illegible]

- (Notarize or witness if court requires)**

**Signature**

Title

ID Number

**Telephone Number**

### Address

Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_



**In the Matter of:**

Form **4490**  
(Rev. 2-2005)

Docket Number  
381213/2008

Kind of Proceeding  
**Foreclosure**

Taxpayer's Identifying Number:

Social Security Number

Employer Identification Number

The undersigned officer of the Internal Revenue Service, a duly authorized agent of the United States in this behalf, being duly sworn, deposes and says that:

1. \_\_\_\_\_ is justly and truly indebted to the United States in the amount of \_\_\_\_\_ with interest and penalty as shown below.

2. This debt is for taxes due under the Internal Revenue laws of the United States as follows:

[illegible]

3. No part of this debt has been paid, and it is now due and payable to the United States Treasury at the Office of Internal Revenue Service;
4. Except for the statutory tax liens that arose on the above dates, the United States does not hold, to the deponent's knowledge or belief, any security for this debt;
5. No note or other negotiable instrument has been received for this debt or any part of it, nor has any judgment been rendered with respect to this debt; and
6. This debt has priority and must be paid in full in advance of distribution to creditors to the extent provided by law:  
See 31 U.S.C. Section 3713(a). Any executor, administrator, or other person who fails to pay the claims of the United States in accordance with its priority may become personally liable for this debt under 31 U.S.C. Section 3713(b).

(Notarize or witness if court requires)

**Subscribed and Sworn to Before Me On**

Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

Signature \_\_\_\_\_

Title

ID Number

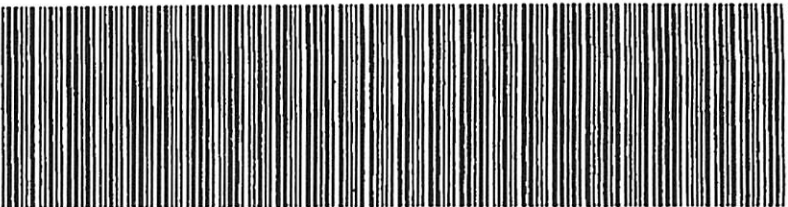
Telephone Number

Address

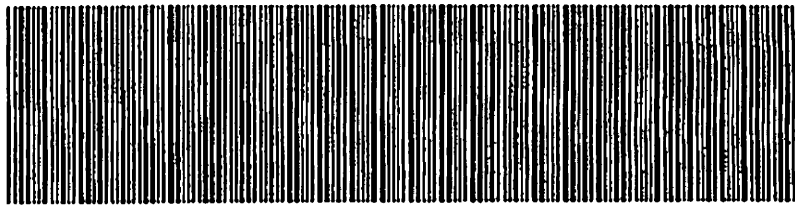
**TO: EDMOND J. PRYOR,  
&  
DAVIDSON FINK LLP.  
&  
CFO'S, CEO'S, PRINCIPALS, AGENTS,  
S/A  
AND ALL RELEVANT PARTIES OF  
DEUTSCHE BANK NATIONAL TRUST COMPANY  
&  
MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS  
&  
FIRST FRANKLIN A DIVISION OF NAT.CITY BANK  
OF IN.  
&  
FIRST FRANKLIN,  
C/O SECURITY CONNECTIONS**

-----  
**DECLARATION OF NOTICE  
LAWFUL NOTIFICATION DEED  
DEBT VALIDATION  
QUALIFIED WRITTEN REQUEST**  
-----

## **EXHIBIT 12**

<b>NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER</b>  This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.		 <b>2017071100560001005EDCD9</b>		
RECORDING AND ENDORSEMENT COVER PAGE				
<b>Document ID:</b> 2017071100560001 <b>Document Type:</b> MISCELLANEOUS <b>Document Page Count:</b> 16		<b>Document Date:</b> 07-04-2017 <b>Preparation Date:</b> 07-12-2017		
<b>PRESENTER:</b> EVERTON STERLING C/O 1525 EAST GUNHILL ROAD, STE 341 BRONX, NY 10469 [REDACTED]		<b>RETURN TO:</b> EVERTON STERLING 1525 EAST GUNHILL ROAD, STE 341 BRONX, NY 10469 [REDACTED]		
PROPERTY DATA				
Borough	Block	Lot	Unit Address	
<b>Property Type:</b>				
CROSS REFERENCE DATA				
<b>CRFN:</b> 2009000065972 <input checked="" type="checkbox"/> Additional Cross References on Continuation Page				
PARTIES				
<b>PARTY 1:</b> EVERTON STERLING 726 EAST 219 STREET, BLOCK: 4666, LOT: 61 (TITLE POLICY # P905-B-05A) BRONX, NY 10469		<b>PARTY 2:</b> DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE 150 ALLEGHENY CENTER MALL PITTSBURGH, PA 15212		
<input checked="" type="checkbox"/> Additional Parties Listed on Continuation Page				
FEES AND TAXES				
<b>Mortgage:</b> Mortgage Amount: \$ 0.00 Taxable Mortgage Amount: \$ 0.00 Exemption:		Filing Fee: \$ 0.00 NYC Real Property Transfer Tax: \$ 0.00 NYS Real Estate Transfer Tax: \$ 0.00		
<b>TAXES:</b> County (Basic): \$ 0.00 City (Additional): \$ 0.00 Spec (Additional): \$ 0.00 TASF: \$ 0.00 MTA: \$ 0.00 NYCTA: \$ 0.00 Additional MRT: \$ 0.00 <b>TOTAL:</b> \$ 0.00		Recording Fee: \$ 117.00 Affidavit Fee: \$ 0.00		

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**



**2017071100560001005CDE59**

**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)**

**PAGE 2 OF 18**

**Document ID: 2017071100560001**  
**Document Type: MISCELLANEOUS**

**Document Date: 07-04-2017**

**Preparation Date: 07-12-2017**

**CROSS REFERENCE DATA**

**CRFN: 2014000131225**

**PARTIES**

**PARTY 2:**  
**EDMOND J. PRYOR ESQ.**  
**292 CITY ISLAND AVE**  
**BRONX, NY 10464**

**PARTY 2:**  
**DAVIDSON FINK LLP.**  
**28 EAST MAIN STREET, SUITE 1700**  
**ROCHESTER, NY 14614**

**PARTY 2:**  
**MORTGAGE ELECTRONIC REGISTRATION**  
**SYSTEMS, INC.**  
**1818 LIBRARY STREET, SUITE 300**  
**RESTON, VA 20190**

**PARTY 2:**  
**FIRST FRANKLIN, C/O SECURITY CONNECTIONS**  
**1935 INTERNATIONAL WAY**  
**IDAHO FALLS, ID 83402**

**PARTY 2:**  
**FIRST FRANKLIN A DIVISION OF NAT.CITY BANK**  
**OF IN.**  
**2150 NORTH STREET**  
**SAN JOSE, CA 95131**

**PARTY 2:**  
**SUCCESSORS, AGENTS AND OR ASSIGNS ("SLS")**  
**8742 LUCENT BLVD**  
**LITTLETON, CO 80129**

## **NOTARY'S CERTIFICATE OF SERVICE**

It is hereby certified that on the date noted below, the undersigned Notary Public mailed to:

**To:**

Hereinafter, "Recipient(s)," the documents and sundry papers pertaining to a certain "NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER, NOTARY PRESENTMENT, NOTARY CERTIFICATE OF DISHONOR AND NON-RESPONSE, attachment of the following includes total pages (20) twenty including cover Pages :

- 1. NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER Cover (3 pages)**
- 2. NOTARY PRESENTMENT: NOTARY CERTIFICATE OF DISHONOR AND NON-RESPONSE (17 pages)**

**To: Deutsche Bank National Trust Company**

**150 Allegheny Center Mall  
Pittsburgh, PA 15212**

**Certified Mail No.**

**7016 2070 0000 2207 6925**

**Edmond J. Pryor Esq.  
292 City Island Avenue  
Bronx, New York 10464**

**Certified Mail No.**

**7016 2070 0000 2207 6932**

**Davidson Fink LLP.  
28 East Main Street, Suite 1700  
Rochester, New York 14614**

**Certified Mail No.**

**7016 2070 0000 2207 6949**

**Mortgage Electronic Registration Systems, Inc.  
1818 Library Street, Suite 300  
Reston VA 20190**

**Certified Mail No.**

**7016 2070 0000 2207 6956**

**First Franklin a Division of Nat.City Bank of In.  
2150 North Street  
San Jose CA 95131**

**Certified Mail No.**

**7016 2070 0000 2207 6963**

First Franklin, C/O Security Connections

1935 International Way

Idaho Falls, ID 83402

Certified Mail No.

7016 2070 0000 2207 6970

SPECIALIZED LOAN SERVICES

8742 Lucent Blvd,

Littleton, CO 80129

Certified Mail No.

7016 2070 0000 2207 6987

Reference copy of this NOTARY'S CERTIFICATE OF SERVICE dated July 12, 2017  
(signed original on file) (2 pages).

These mailings contained a total of twenty (20) leafs, They were sent via the United States Postal Service under the control, direction, and instruction of the Certified Mail Number noted above. The aforesaid mailings were placed in postpaid envelopes properly addressed to the Recipient. They were deposited at an official depository under the exclusive face and custody of the United States Postal Service within the State of New York.

July 12, 2017  
DATE



NOTARY PUBLIC  
Amandah Pasha, Notary Public  
P.O Box 105  
Bronx, New York [10469]

AMANDAH PASHA  
Commissioner of Deeds  
City of New York - No. 3-6267  
Commission Expires December 1, 20

**LEGAL NOTICE** The Certifying Notary is an independent contractor and not a party to this claim. In fact the Certifying Notary is a Federal Witness Pursuant to TITLE 18, PART I, CHAPTER 73, SEC. 1512. *Tampering with a witness, victim, or an informant.* The Certifying Notary also performs the functions of a quasi-Postal Inspector under the Homeland Security Act by being compelled to report any violations of the U.S. Postal regulations as an Officer of the Executive Department. Intimidating a Notary Public under Color of Law is a violation of Title 18, U.S. Code, Section 242, titled "Deprivation of Rights Under Color of Law," which primarily governs police misconduct investigations. This Statute makes it a crime for any person acting under the Color of Law to willfully deprive any individual residing in the United States and/or United States of America those rights protected by the Constitution and U.S. laws.

FILED Aug 20 2014 Bronx County Clerk  
**INDEX # 381213/08**

File #: NCOD 726E219ES

NEW YORK state

**NOTARY CERTIFICATE OF  
DISHONOR AND NON-RESPONSE**

)  
)  
) SS  
)  
)

BRONX COUNTY

**NOTARY PRESENTMENT**

Be it known, that a duly empowered Notary Public, in and for the NEW YORK state, THE BRONX COUNTY, a third party and not a party to the matter, at the request of Everton Sterling, (secured party), in the matter of Case Index No. 381213/08, (DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR FFMLT TRUST 2006-FF6, MORTGAGE-PASS THROUGH CERTIFICATES, SERIES 2006-FF6 MORTGAGE LOAN ASSET BACKED CERTIFICATES, SERIES 2006, SERIES 2006 VS. Howard White, Everton Sterling (secured party) and any unknown Others et. al.,) did present on May 31st, 2014: (1) DECLARATION OF NOTICE-LAWFUL NOTIFICATION DEED, 39 pages incl. cover) which entails: The Lawful Notice; Lawful Requests for Production of Documents; Form COL (Violation Warning – Denial of Rights under Color of Law); Form 4490 Requests etc., to Edmond J. Pryor Esq. Certified Mail #7013 2250 0001 0026 1363; DEUTSCHE BANK NATIONAL TRUST COMPANY, CERTIFIED MAIL # 7013 2250 0001 0025 7120; Davidson Fink LLP, CERTIFIED MAIL # 7013 2250 0001 0022 9998; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST FRANKLIN, A DIVISION OF NAT. CITY BANK OF IN. CERTIFIED MAIL # 7013 2250 0001 0025 7106; FIRST FRANKLIN c/o SECURITY CONNECTIONS , CERTIFIED MAIL # 7013 2250 0001 0025 7236; FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN., CERTIFIED MAIL # 7013 2250 0001 0025 7243 and 2 pages Notary Certificate of Original on file. Service via Certified Mail mailed May 31<sup>st</sup>, 2104, 6:05 pm from:

Amandah Pasha  
Commissioner of Deedsc  
C/O P.O Box 105  
Bronx, New York [10469]

or

C/O P.O Box 341  
Bronx New York [10469]

Hereinafter referred to as "secured party," signed by Everton Sterling, "DECLARATION OF NOTICE-LAWFUL NOTIFICATION DEED and lawful demands" served upon ALL THE ABOVE PARTIES, (2) REQUEST RESPECTFULLY MADE FOR THE PRODUCTION OF DOCUMENTS, VALIDATION, PROOF OF CLAIM, PROPER PARTY STANDINGS; QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT & VALIDATION OF DEBT; ATTORNEY/ESQUIRE LAWFUL QUALIFY REQUEST, VIOLATION OF LAW UNDER COLOR OF LAW, FORM 4490 etc.. demanded herein, to be sworn under the penalty of perjury and for the foregoing that You have personal knowledge to the facts herein; Validation of Debt in re: Account No. 1044647318, 1044647319, 726 East 219 Street, Bronx, New York state, Block: 4666, Lot: 61; the time limit having elapsed for acceptance thereof and providing the lawful requests/validation, which was refused.

**PROTEST**

Whereupon, the Notary Public signing below, for the purpose and reason of Dishonor and Non-Response does publicly and solemnly certify the dishonor as against all parties it may concern for liability equivalent to three times the face value of the instrument and the claim of the debt, and all costs, damages and interest incurred, or hereafter incurred, by reason of non-performance thereof and stipulations therein.



FILED Aug 20 2014 Bronx County Clerk  
INDEX # 381-573-08

File #: NCOD 726E219ES

### NOTICE

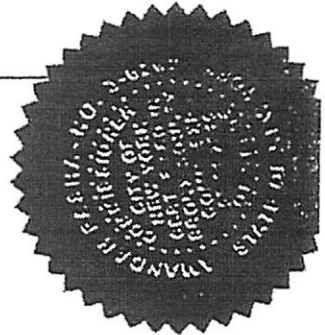
The undersigned Commissioner of Deeds/Notary Public, certifies that on the 19<sup>th</sup> day of August, 2014, this Notice of Dishonor was sent to the parties of Default by depositing said document in the United States Mail, Certified Mail, with Return Receipt Requested on page 2.

### TESTIMONY

In testimony of the above, I have hereunto signed my name and attached my official seal of office.

*Amandah Pasha*

Amandah Pasha  
Commissioner of Deeds  
C/O P.O Box 105  
Bronx, New York [10469]



\*Send all Documents and reply to:  
Everton Sterling  
C/O General Post 341  
Bronx, New York state [10469]

CC:

1. SUPREME COURT OF THE STATE OF NEW YORK  
THE BRONX COUNTY  
C/O Justice John A Barone  
851 Grand Concourse  
Bronx, New York 10451  
Certified Mail #
2. SUPREME COURT OF THE STATE OF NEW YORK  
THE BRONX COUNTY  
C/O THE BRONX COUNTY CLERK  
851 Grand Concourse  
Bronx, New York 10451  
Certified Mail #

Note: Amandah Pasha Commissioner of Deeds/Notary is not an attorney license to practice law in the State Of New York and has not given Legal advice or accepted fees for legal advice; has no interest in any issue reference therein. AMANDAH PASHA is not a party to this action and is ONLY acting in an authorized capacity as liaison to communications between parties

FILED Aug 20 2014 Bronx County Clerk

**Everton Sterling**  
P.O Box 341  
Bronx, New York [10469]

INDEX# 381213/03

Date: May 20, 2014

To: **DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR  
FFMLT TRUST 2006-FF6, MORTGAGE-PASS THROUGH CERTIFICATES,  
SERIES 2006-FF6  
150 Allegheny Center Mall  
Pittsburgh PA 15212  
CERTIFIED MAIL # 7013 2250 0001 0025 7120  
Edmond J. Pryor Esq.  
1925 Williamsbridge Road  
Bronx, New York [10461]  
CERTIFIED MAIL # 7013 2250 0001 0026 1363**

**In The Matter of: DEUTSCHE BANK NATIONAL TRUST COMPANY vs,  
EVERTON STERLING, HOWARD WHITE; The Supreme Court  
of The State of York, The Bronx County, Index No. 381213/2008  
Accounts # 1044647318, 1044647319 or 726 East 219 Street, Bronx, New York 10469;  
Block: 4666, Lot: 61.**

## **AFFIDAVIT OF DEFAULT AND OF ESTOPPEL BY ACQUIESCENCE**

Greetings,

You, Edmond J. Pryor and the law firm of Davidson Fink LLP, CEO'S. CFO'S,  
PRINCIPALS, AGENTS OF DEUTSCHE BANK NATIONAL TRUST COMPANY AS  
TRUSTEE FOR FFMLT TRUST 2006-FF6, MORTGAGE-PASS THROUGH  
CERTIFICATES, SERIES 2006-FF6, MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN; also, all  
relevant parties thereof and the "lawyers/attorneys" pursuant to your oath, it had required of  
YOU written response to Everton Sterling (secured party) specific to the subject matter:

**FILED Aug 20 2014 Bronx County Clerk**

**DECLARATION OF NOTICE LAWFUL NOTIFICATION DEED - QUALIFIED  
WRITTEN REQUEST- RESPA QUALIFIED WRITTEN REQUEST, COMPLAINT,  
DISPUTE OF DEBT & VALIDATION OF DEBT LETTER, TILA REQUEST**

**This letter is a "qualified written request" in compliance with and under the Real Estate  
Settlement Procedures Act, 12 U.S.C. Section 2605(e) and Regulation X at 24 C.F.R. 3500,  
and The Gramm Leach Bliley Act.**

I, the signatory, hereby serve upon you my **AFFIDAVIT OF DEFAULT** to establish presumed  
fact concerning your failure to produce competent evidence that as a Freeman at court, I NEVER  
waived my fundamental Right to due process of law. as guaranteed by Amendment V to the  
Constitution of the United states of America, as lawfully amended (hereinafter "U.S.  
Constitution"). The U.S. Constitution is the supreme Law of the Land, pursuant to Article VI,  
Clause 1-3.

1. The constitution of New York state also recognizes that the U.S. Constitution is the  
supreme Law of this land.

**THE ALLEGED DEBT/LAWSUIT FILED**

**On May 12, 2014, a DECLARATION OF NOTICE-LAWFUL NOTIFICATION DEED-  
QUALIFIED WRITTEN REQUEST- RESPA QUALIFIED WRITTEN REQUEST,  
COMPLAINT, DISPUTE OF DEBT & VALIDATION OF DEBT LETTER, TILA REQUEST.**

**This letter is a "qualified written request" in compliance with and under the Real Estate  
Settlement Procedures Act, 12 U.S.C. Section 2605(e) and Regulation X at 24 C.F.R. 3500,  
and The Gramm Leach Bliley Act.**

**The said demands was served upon you pursuant to a Foreclosure Sale Action in The Bronx  
County Supreme Court bearing Index No. 381213/08, in the matter of DEUTSCHE BANK  
NATIONAL TRUST COMPANY AS TRUSTEE FOR FFMLT TRUST 2006-FF6,  
MORTGAGE-PASS THROUGH CERTIFICATES, SERIES 2006-FF6 vs. HOWARD  
WHITE, (EVERTON STERLING, secured party), before the Hon. John A. Barone.**

**FILED Aug 20 2014 Bronx County Clerk**

The service was made upon the parties as follows: DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR FFMLT TRUST 2006-FF6, MORTGAGE-PASS THROUGH CERTIFICATES, SERIES 2006-FF6 150 Allegheny Center Mall, Pittsburgh PA 15212, CERTIFIED MAIL # 7013 2250 0001 0025 7120; Edmond J. Pryor Esq. (Referee) 1925 Williamsbridge Road, Bronx, New York 10461, CERTIFIED MAIL # 7013 2250 0001 0026 1363; Davidson Fink LLP, 28 E Main St #1700, Rochester, NY 14614, CERTIFIED MAIL # 7013 2250 0001 0022 9998; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST FRANKLIN, A DIVISION OF NAT. CITY BANK OF IN. 1818 LIBRARY STREET, SUITE 300, RESTON, VA 20190, CERTIFIED MAIL # 7013 2250 0001 0025 7106; FIRST FRANKLIN c/o SECURITY CONNECTIONS, 1935 INTERNATIONAL WAY, IDAHO FALLS, ID 83402, CERTIFIED MAIL # 7013 2250 0001 0025 7236; FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN., 2150 NORTH FIRST STREET, SAN JOSE, CA 95131, CERTIFIED MAIL # 7013 2250 0001 0025 7243;

In addition the following parties were cc: of the immediate requests:

The Supreme Court of the State of New York, c/o Hon. John A. Barone, 851 Grand Concourse Bronx, New York 10451, CERTIFIED MAIL # 7013 2250 0001 0025 7250; The Supreme Court of the State of New York, c/o The Bronx County Clerk, 851 Grand Concourse, Bronx, New York 10451, CERTIFIED MAIL # 7013 2250 0001 0025 7267; Preet Bharara c/o Criminal Division, United States Attorney. Office Southern District of New York One St. Andrew's Plaza, New York, NY 10007, CERTIFIED MAIL # 7013 2250 0001 0025 7113; THE OFFICE OF THE NEW YORK STATE GOVERNOR, C/O Hon. Andrew M. Cuomo, The NYS Capitol Building, Albany, NY 12224-0341, CERTIFIED MAIL # 7013 2250 0001 0025 7274; THE NEW YORK STATE ATTORNEY GENERAL, c/o Hon. Eric Schneiderman, Office of the Attorney General, The Capitol, Albany, NY 12224-0341, CERTIFIED MAIL # 7013 2250 0001 0025 7281; The Governor General, c/o Hon. David Johnston, Rideau Hall, 1 Sussex Drive Ottawa, Ontario K1A 0A1. Tel. (613) 993-8200 Fax (613)-998-8760; Federal Trade Commission 3. Office of RESPA and Interstate Land Sales, 600 Pennsylvania Avenue NW, Office of Housing, Room 9146, Washington, DC. 20580 Department of Housing and Urban Development 451 Seventh Street, SW, CERTIFIED MAIL # 7013 2250 0001 0025 7304; Office of Housing Enterprise Oversight (OFHEO), 1700 G Street, NW., Fourth Floor, Washington, DC 20552.. RESPA REQUEST, CERTIFIED MAIL #

**FILED Aug 20 2014 Bronx County Clerk**

**7013 2250 0001 0025 7311; Internal Revenue Service (3949A), Stop C2003, Fresno, CA 93888, CERTIFIED MAIL # 7013 2250 0001 0025 7328; Donald B. Verrilli, Jr., Solicitor General of the United States, 950 Pennsylvania Ave, NW Washington, D.C. 20530-0001, CERTIFIED MAIL # 7013 2250 0001 0025 7335; Hon. Jonathan Lippman, Chief Judge of the State of New York, New York State Court of Appeals, 20 Eagle Street, Albany, New York 12207, CERTIFIED MAIL # 7013 2250 0001 0025 7342; Hon. A. Gail Prudenti, Chief Administrative Judge, 25 Beaver Street, New York, NY 10004, CERTIFIED MAIL # 7013 2250 0001 0025 7359; U.S. Department of Justice, The Attorney General United States, C/O The Hon. Eric H. Holder, Jr., 950 Pennsylvania Avenue, NW, Washington, DC 20530-0001, CERTIFIED MAIL # 7013 2250 0001 0025 7373.**

**In order to substantiate and validate who you are in relation to the alleged debt, whether or not you are a DEBT COLLECTOR and per regulated by FDCPA and have lawful standings to proceed in Index No. 381213/08, as the alleged attorneys for DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR FFMLT TRUST 2006-FF6, MORTGAGE-PASS THROUGH CERTIFICATES, SERIES 2006-FF6 and any unknown others, et. al;**

**Everton Sterling further affirmatively asserts that alleged Plaintiff's attorneys cannot plead by affirmation a cause of action or make an affirmation in support of any alleged Clients motions as though the attorney is a party in interest, it's a breach of the public trust, breach of oath of office and his fiduciary duty to misrepresent by legal malpractice and because of such fatal action of any of Plaintiffs attorney, sanctions should be warranted imposition against such counsel or law firm for acting in bad faith; and for the forgoing of violation constitutional protection pursuant to The Bill of Rights of the National Constitution, the Supreme Law of the Land. in particular, but not limited to, the Fourth, Fifth, Seventh, and Ninth Amendments, and the New York State Constitution, in particular, Article 1 §12.**

**The right of the people to be secure in their persons, houses, papers and effects, against unreasonable searches and seizures, shall not be violated, and no warrants shall issue, but upon probable cause, supported by oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.**

FILED Aug 20 2014 Bronx County Clerk

The right of the people to be secure against unreasonable interception of telephone and telegraph communications shall not be violated, and ex parte orders or warrants shall issue only upon oath or affirmation that there is reasonable ground to believe that evidence of crime may be thus obtained, and identifying the particular means of communication, and particularly describing the person or persons whose communications are to be intercepted and the purpose thereof. (New. Adopted by Constitutional Convention of 1938 and approved by vote of the people November 8, 1938.)

2. The Notice: Lawful Notification Deed, respectfully requested Proof of Claim and Production of Lawful demands for Documentation was requested and to be answered via affidavit sworn to under the penalty of perjury that all relevant parties have personal knowledge of the facts herein, forthwith to preserve lawful rights etc. in addition, pursuant to a Said "The Notice: Lawful Notification Deed with Return Receipts Requested: for lawful demands as to **RESPA QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT & VALIDATION OF DEBT LETTER; TILA REQUEST** and Demands that "This letter is a "qualified written request" in compliance with and under the Real Estate Settlement Procedures Act, 12 U.S.C. Sections 2605(e) and Regulation X at 24 C.F.R. 3500, and The Gramm Leach Bliley Act. Thereby all parties defaulted thereupon.
3. All the PARTIES (Edmond J. Pryor and the law firm of Davidson Fink LLP, CEO'S, CFO'S, PRINCIPALS, AGENTS OF DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR FFMLT TRUST 2006-FF6, MORTGAGE-PASS THROUGH CERTIFICATES, SERIES 2006-FF6, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN; also, all relevant parties thereof and the "lawyers/attorneys" as of the date of this default you have not submitted or provided NO PROOF OF CLAIM or a valid Claim produced wherein a relief can be granted on behalf of yourself or THE alleged client, did not Respond to Qualified Written Request etc. by signing under the penalty of perjury Stated that he/they has personal knowledge to the facts herein, for production of Proof of Claim and any and all proof that the alleged instrument (726 East 219 Street, Bronx, New York, Block: 4666, Lot:61) Is a valid debt under RESPA TILA, GAAP, FDCPA and in compliance with lawful lending, servicing debt validation practices, (material evidence, currently in your possession or control, of any knowing, intentional and voluntary waiver by myself of my fundamental Right to due process of law and information and evidence required to validate the alleged Debt instrument. As stated in previous written communications to you, Waivers of fundamental Rights must be known, intentional and voluntary acts, done with sufficient awareness of the relevant circumstances and likely consequences). See U.S. v Brady, 397

**FILED Aug 20 2014 Bronx County Clerk**

**U.S.742 at 748 (1970); U.S. v O' Dell, 160 F.2d 304 (6<sup>th</sup> Cir.1947).; additionally an attorney cannot be a witness for the plaintiff. "Attorneys cannot testify; statements of counsel in brief or in oral argument are not facts before the court." – United States v. Lovable 431 U.S. 783,97 S. 2004. 52 L. Ed. 2d 752 and Gonzales v. Buist 224 U.S. 126. 56 L.. 693. 32. Ct. 463.S. "An attorney for the plaintiff cannot admit evidence into the court. He is either an attorney or a witness," and, "Statements of counsel in brief or in argument are not facts before the court." – Trinsey v. Pagliaro D.C. Pa. (1964), 229 F. Supp. 647.**

**A Corporation cannot sue the living man, PERIOD. Rundle v. DELAWARE & RARITAN CANAL CO. (1853). All codes, rules and regulations are unconstitutional and lacking in due process. – Rodriques v Ray Donovan (U.S. Department of Labor, 769 F. 2d 1344, 1348 (1985) and see – JONES v. MAYER CO., 392 U.S. 409 (1968), which states, "In plain and unambiguous terms, 1982 grants to all citizens, without regard to race or color, "the same right" to purchase and lease property "as is enjoyed by white citizens." The motion to dismiss is never argued by the real party in interest. (Non-service, denial of due process) Pursuant to 15 USC 1692 (6), Edmond J. Pryor, Davidson Fink, LLP and all include actors, you are also a Debt Collector. As such, are not a competent fact witness, and has no first-hand knowledge to facts related to Index No. 381213/08; and for the forgoing. Lawful Notification Deed, respectfully requested Proof of Claim and Production of Lawful demands for Documentation was requested and to be answered via affidavit sworn to under the penalty of perjury that all previous parties have personal knowledge of the facts herein, forthwith to preserve lawful rights etc. Thereby all parties have defaulted thereupon given lawful reasonable time and grace are ESTOPPED by this Affidavit of Default of Estoppels by Acquiescence.**

**The said RESPA, TILA, GAAP, FDCPA, DEBT DISPUTE COMPLAINT and the "qualified written request" in compliance with and under the Real Estate Settlement Procedures Act, 12 U.S.C. Section 2605(e) and Regulation X at 24 C.F.R. 3500, and The Gramm Leach Bliley Act, which gave the parties reasonable notice and grace of time above The Lawful allotted time to locate and produce the requested evidence (Proof of Claim etc.) Or and to declare contrariwise by the foregoing laws and facts. The deadline for Evidentiary production was August 11, 2014.**

**You and your alleged clients have served absolutely NOTHING upon the Non-Party**

**FILED Aug 20 2014 Bronx County Clerk**

**(Commissioner of Deeds) Notary (official witness), Or myself which could be considered as a good faith and diligent attempt by you to respond to my lawful and reasonable DEMANDS within the stated deadline.**

**Edmond J. Pryor, Davidson Fink, LLP and all include actors, pursuant to ARTICLE XIII § 1 of New York State Constitution. All Public Officers are required to have an oath of office on file with the County Clerk.**

**I have requested your oath of office pursuant to lawful demands, as you should have sworn an oath to uphold and support the Constitution of the United States of America and the Constitution of New York State, and pursuant to your oath, you are required to abide by that oath in the performance of your official duties. Your behavior has indicated that you have no regards for the New York State Constitution and the Constitution of the United States of America. As to my knowledge I have not receive any communication from you via a SUMMONS and COMPLAINT (Original Court Papers) regarding a forclosure case # 381213/08. Your unlawful and criminal action has violated my rights as protected by the constitution.**

**To substantiate and further validate who you are if you are an attorney, an officer of the court, you are required to have an oath of office on file for public scrutiny and bonds to guarantee your faithful performance of your duties, pursuant to your oath, as the law requires, as well as malpractice insurance.**

**I had respectfully demanded that you send me a certified copy of your timely filed oath of office and copies of all bonds you are required to obtain according to law including documented proof of your malpractice insurance. You, Edmond J. Pryor, Davidson Fink, LLP and all include actors have failed to provide these, then you admit that you have no oath of office, no bonds as required by law and no malpractice insurance.**

**Lawful demands of the following was made upon you, response returnable within 60 days of previous Notice dated May 12, 2014, via the above Certified Mail Numbers delivered upon you, and support your disagreement with evidence, fact and valid Law, under penalty of**



FILED Aug 20 2014 Bronx County Clerk

perjury stating the facts: However, you, Edmond J. Pryor, Davidson Fink, LLP and all include actors **HAVE NOT** provided or:

1. **Produced Proof of Claim of the alleged debt.**
2. **Produced Proof that you not a collection Agent**
3. **Produced Your EIN #**
4. **Produced Proof that you are authorized by DEUTSCHE BANK NATIONAL TRUST COMPANY in written contract form from DEUTSCHE BANK NATIONAL TRUST COMPANY to file, represent in the attempt to seize HOWARD WHITE, Everton Sterling's( secured party) property**
5. **Produced Proof that you are authorized by DEUTSCHE BANK NATIONAL TRUST COMPANY in written contract form from DEUTSCHE BANK NATIONAL TRUST COMPANY).**
6. **Produced Proof that you are authorized DEUTSCHE BANK NATIONAL TRUST COMPANY (DEUTSCHE BANK NATIONAL TRUST COMPANY) in written contract form.**
7. **You have not produced completed W-9 Forms to substantiate or validate the parties: EIN# or loan #'s etc.**
8. **You have not produced Proof contract/agreement that you hired the Process Server in case # 381213/08. or if not who did?**
9. **You have not produced proof that Hired Process Server Name, Address Phone #s. License # and or agencies affiliated with.**
12. **You have not produced Proof that you filed an acknowledgment to The United States thereof, that they were notified of a Foreclosure action within, (Index # 381213/08), as such that the United States. have responded to intent and rights of redemption of subject premises. See 28 U.S.C §2410 (c); United States v. John Hancock Mut.Life Ins. Co., 364 U.S. 301 (1960).**
13. **You have not produced proof under the penalty of perjury that this alleged loan is not in violations of any USURY LAWS.**
14. **You have not produced Proof that 30 days notice was served upon Howard White, Everton Sterling (secured party) of the alleged Debt Owed before commencement of**

**FILED Aug 20 2014 Bronx County Clerk**

any case filings (381213/08).

15. **You have not produced Proof that proper GAAP accounting standard was generated loan amount, Missed payment(s), interest, escrows, escrow balances was sent to Howard White, Everton Sterling (secured party), Etc.**
16. **You have not produced proof of Account # or #s and EIN # or #s for the said Alleged Account (s) foreclosure filed thereupon.**
17. **You have not produced proof in Written agreement and copy thereof of all fees received in this alleged lawsuit.**
18. **You have not Produced proof of a Certified Copy of Oath of Office, Surety Bond and/or Malpractice Insurance.**
19. **You have not produced WRITTEN, Duly Registered Copy of DEUTSCHE BANK NATIONAL TRUST COMPANY EIN# you have received in your possession before you initiated this case filing and or representation.**
20. **You have not produced the office where one can obtain a License for the Practice of Law in the appropriate state of jurisdiction.**
21. **You have not produced the Legislative Act and its implementing regulations that precipitated this cause.**
22. **As a matter of fact you did not produce or attempted to produce any request demanded of pursuant to the Lawful Notification Deed from pages 1 through 39**
23. **Edmond J. Pryor, Davidson Fink, LLP and all include actors, DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR FFMLT TRUST 2006-FF6, MORTGAGE-PASS THROUGH CERTIFICATES, SERIES 2006-FF6 MORTGAGE LOAN ASSET BACKED CERTIFICATES, SERIES 2006, SERIES 2006 or any transfers, agents or assigns YOU DID NOT offer a rebuttal of this RESPA REQUEST in ANY manner of this "RESPA REQUEST" in accordance of and in compliance with current statutes and/or laws by signing in the capacity of a fully liable man or woman being responsible and liable under the penalty of perjury while offering direct testimony with the official capacity as an appointed agent for DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR FFMLT TRUST 2006-FF6, MORTGAGE-PASS THROUGH CERTIFICATES, SERIES**

**FILED Aug 20 2014 Bronx County Clerk**

**2006-FF6 MORTGAGE LOAN ASSET BACKED CERTIFICATES, SERIES 2006, SERIES 2006 in accordance with DEUTSCHE BANK's Articles of Incorporation, Article of Incorporation, By Laws duly signed by a current and duly sworn under oath director(s) of such corporation/Holding Corporation/National Association. OR Any direct rebuttal with certified true and complete accompanying proof posted with the Notary/Everton Sterling address herein within sixty days.**

- 24. Pursuant to the Lawful Notification Deed paragraph captioned Default Provision(s) under this QUALIFIED WRITTEN RESPA REQUEST, RESPA REQUEST, PARAGRAPH 'g' served upon you further stated that when no verified rebuttal of the "RESPA REQUEST" is made in a timely manner, a "Certificate of Non-Response" serves as DEUTSCHE BANK'S judgment and consent/agreement by means of silence with any and all claims and/or violations herein-stated in the default provisions or any other law.**

**Power of Attorney: When DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR FFMLT TRUST 2006-FF6, MORTGAGE-PASS THROUGH CERTIFICATES, SERIES 2006-FF6 MORTGAGE LOAN ASSET BACKED CERTIFICATES, SERIES 2006. SERIES 2006 fails by not rebutting to any part of the "RESPA REQUEST" DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR FFMLT TRUST 2006-FF6, MORTGAGE-PASS THROUGH CERTIFICATES, SERIES 2006-FF6 MORTGAGE LOAN ASSET BACKED CERTIFICATES, SERIES 2006, SERIES 2006 agrees with the granting unto Everton Sterling's Secured Party's interest (HOWARD WHITE'S) unlimited Power of Attorney and any and all full authorization in signing or endorsing DEUTSCHE BANK's name upon any instruments in satisfaction of the obligation(s) of RESPA REQUEST this RESPA REQUEST/Agreement or any agreement arising from this agreement. Pre-emption of or to any Bankruptcy proceeding shall not discharge any obligation(s) of this agreement.**

**The deadline for evidentiary production was August 11, 2014. You have served absolutely NOTHING upon me or the non-party notary within the stated deadline which could be**

Form 1

State of New York }  
County of Bronx } ss:

No. 2555

I, Luis Diaz, Clerk of the County of Bronx, and Clerk of the Supreme Court in and for said  
county, the same being a court of record having a seal, DO HEREBY CERTIFY THAT

**AMANDAH PASHA**



whose name is subscribed to the annexed original instrument has been commissioned and qualified  
as a NOTARY PUBLIC.....  
and has filed his/her original signature in this office and that he/she was at the time of taking such  
proof or acknowledgment or oath duly authorized by the laws of the State of New York to take  
the same: that he/she is well acquainted with the handwriting of such public officer or has compared  
the signature on the certificate of proof or acknowledgment or oath with the original signature  
filed in his/her office by such public officer and he/she believes that the signature on the original instrument  
is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal this  
20th day of August, 2014



County Clerk, Bronx County

FILED Aug 20 2014 Bronx County Clerk

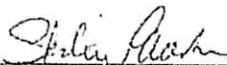
considered as a good faith and diligent attempt by you to respond to my lawful and reasonable  
**DEMANDS.**

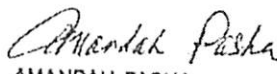
Accordingly, I now *invoke the doctrine of estoppel by acquiescence*, because I can prove that you had fiduciary contact which imposes upon you a legal and a moral duty to answer, and your silence can now be construed as fraud. "Silence can only be equated with fraud where there is a legal or a moral duty to speak or where an inquiry left unanswered would be intentionally misleading." See U.S. v Tweel, 550 F.2d 297 (1977), emphasis added quoting U.S. v Prudden, 424 F.2d 1021. 1032 (1970). See also Carmine v. Bowen 64A. 932 (1906). Above all, your TACIT CONSENT gives governance to my right of possession, in accordance with Life, Liberty and Property. Immediately cease and desist any and all activities against Everton Sterling & (secured party interest).

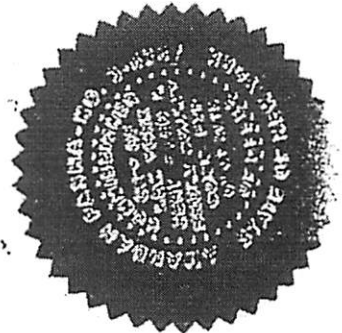
**WITH LAWFUL AUTHORITY HEREBY RENDERED**, pursuant to Title 28 United States Code Section 1746 (1) I affirm upon the Laws of the United States of America that the foregoing is true and correct to the best of my information knowledge. Further Deponent saith Naught. I now affix my signature as my private seal to all of the aforementioned Affirmations, notices, demands and requests with explicit Reservation of all of my UNALIENABLE rights, without prejudice to any of those rights.

Truly,

Signed this 20<sup>th</sup> day of August, 2014

By:   
Printed Name: Everton Sterling, Sui Juris  
UCC 1-308/UCC 1-207  
Non-Assumpsit, All Rights Reserved  
C/O: P.O BOX 341  
BRONX, NEW YORK [10469]

  
AMANDAH PASHA  
Commissioner of Deeds  
City of New York - No. 3-6267  
Commission Expires December 1, 2015  
7/1/2015



Cc:

To:

1. Edmond J. Pryor Esq.  
1925 Williamsbridge Road  
Bronx, New York [10461]  
CERTIFIED MAIL #
2. Davidson Fink LLP  
28 E Main St #1700,  
Rochester, NY 14614  
CERTIFIED MAIL #
3. MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,  
AS NOMINEE FOR FIRST FRANKLIN, A DIVISION OF NAT.

**FILED Aug 20 2014 Bronx County Clerk**

**CITY BANK OF IN.  
1818 LIBRARY STREET, SUITE 300  
RESTON, VA 20190  
CERTIFIED MAIL #**

- 4. FIRST FRANKLIN  
c/o SECURITY CONNECTIONS  
1935 INTERNATIONAL WAY  
IDAHO FALLS, ID 83402  
CERTIFIED MAIL #**
- 5. FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN  
2150 NORTH FIRST STREET  
SAN JOSE, CA 95131  
CERTIFIED MAIL #**
- 6. Justice John A. Barone.  
SUPREME COURT OF THE STATE OF NEW YORK  
THE BRONX COUNTY  
851 Grand Concourse  
Bronx, New York 10451  
Certified Mail No.**
- 7. SUPREME COURT OF THE STATE OF NEW YORK  
THE BRONX COUNTY  
C/O THE BRONX COUNTY CLERK  
851 Grand Concourse  
Bronx, New York 10451**
- 8. THE NEW YORK STATE ATTORNEY GENERAL  
C/O Hon. Eric Schneiderman  
Office of the Attorney General  
The Capitol  
Albany, NY 12224-0341  
(Via First Class Mail)**
- 9. U.S. ATTORNEY GENERAL  
Department of Justice  
C/O The Hon. Eric H. Holder  
Attorney General  
950 Pennsylvania Avenue, NW  
Washington, D.C 20530-001  
(Via First Class Mail)**
- 10. Criminal Division  
United States Attorney's Office  
1 St. Andrews Plaza  
New York City, NY 10007  
(Via First Class Mail)**

**FILED Aug 20 2014 Bronx County Clerk**

**TO: EDMOND J. PRYOR,  
&  
DAVIDSON FINK LLP.  
&  
CFO'S, CEO'S, PRINCIPALS, AGENTS  
S/A  
AND ALL RELEVANT PARTIES OF  
DEUTSCHE BANK NATIONAL TRUST COMPANY  
&  
MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS  
&  
FIRST FRANKLIN A DIVISION OF NAT.CITY  
BANK OF IN.  
&  
FIRST FRANKLIN,  
C/O SECURITY CONNECTIONS**

---

**AFFIDAVIT OF DEFAULT  
AND  
OF ESTOPPEL BY  
ACQUIESCENCE**

---

CERTIFICATE OF SERVICE

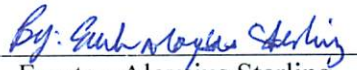
I, Everton Aloysius Sterling, hereby certify that I sent a true and correct copy of the foregoing Opposition to the Motion for Relief from Automatic Stay on August 1, 2017 via first class United States Postal Service mail to the following parties:

Frenkel Lambert Weiss  
Weisman & Gordon LLP  
c/o Karen Sheehan, Esq.  
53 Gibson Street  
Bay Shore, New York 11706

Yann Geron,  
Chapter 7 Trustee  
Reitler Kailas & Rosenblatt LLC  
885 Third Avenue, 20<sup>th</sup> Floor  
New York, NY 1022

U.S Trustee  
Office of the United States Trustee  
201 Varick Street, Room 1006  
New York, N.Y. 10014

Richard W. Fox  
U.S Trustee  
Office of the United States Trustee  
201 Varick Street, Room 1006  
New York, N.Y. 10014

  
\_\_\_\_\_  
Everton Aloysius Sterling  
All Rights Reserved



BAYCHESTER  
1525 E 4th St  
BRONX  
NY

10469-9998  
3509280104  
(800)275-8777 1:47 PM

Product Description	Sale Qty	Final Price
PM 1-Day (Domestic) (NEW YORK, NY 10022) (Weight:1 Lb 9.90 Oz) (Expected Delivery Day) (Wednesday 08/02/2017) (USPS Tracking #) (9505 5143 5542 7213 0670 88)	1	\$7.20
Insurance (Up to \$50.00 included)	1	\$0.00
Affixed Postage (Affixed Amount:\$7.43)	1	(\$7.20)
PM 1-Day (Domestic) (BAY SHORE, NY 11706) (Weight:1 Lb 10.30 Oz) (Expected Delivery Day) (Wednesday 08/02/2017) (USPS Tracking #) (9505 5143 5542 7213 0670 95)	1	\$7.20
Insurance (Up to \$50.00 included)	1	\$0.00
Affixed Postage (Affixed Amount:\$7.43)	1	(\$7.20)
PM 1-Day (Domestic) (NEW YORK, NY 10014) (Weight:1 Lb 10.30 Oz) (Expected Delivery Day) (Wednesday 08/02/2017) (USPS Tracking #) (9505 5143 5542 7213 0671 01)	1	\$7.20
Insurance (Up to \$50.00 included)	1	\$0.00
Affixed Postage (Affixed Amount:\$7.43)	1	(\$7.20)
PM 1-Day (Domestic) (NEW YORK, NY 10014) (Weight:1 Lb 10.00 Oz) (Expected Delivery Day) (Wednesday 08/02/2017) (USPS Tracking #) (9505 5143 5542 7213 0671 18)	1	\$7.20
Insurance (Up to \$50.00 included)	1	\$0.00
Affixed Postage (Affixed Amount:\$7.43)	1	(\$7.20)
CTOM - Firm - Domestic	4	\$1.56
<b>Total</b>		<b>\$1.56</b>
Cash		\$2.00
Change		(\$0.44)

Includes up to \$50 insurance

\*\*\*\*\*  
BRIGHTEN SOMEONE'S MAILBOX. Greeting  
cards available for purchase at select  
Post Offices.  
\*\*\*\*\*

Text your tracking number to 28777  
(2USPS) to get the latest status.  
Standard Message and Data rates may  
apply. You may also visit USPS.com



Name and Address of Sender  
Everton Aloysius Sterling Estate  
c/o General Post 341  
Bronx, New York [10469-9998]

Check type of mail or service  
☐ Adult Signature Required ☐ Priority Mail Express  
☐ Adult Signature Restricted Delivery ☐ Registered Mail  
☐ Certified Mail ☐ Return Receipt for Merchandise  
☐ Certified Mail Restricted Delivery ☐ Signature Confirmation  
☐ Collect on Delivery (COD) ☐ Signature Confirmation Restricted Delivery  
☐ Insured Mail  
☐ Priority Mail

Pg 162 of 162

Affix Stamp Here  
(if issued as an international  
certificate of mailing or for  
additional copies of this receipt).  
Postmark with Date of Receipt.

USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1. FIRST CLASS MAIL	Frenkel Lambert Weiss, Weisman & Gordon LLP c/o Karen Sheehan, Esq. 53 Gibson Street Bay Shore, New York 11706													
2. FIRST CLASS MAIL	Yann Geron, Chapter 7 Trustee Reitler Kailas & Rosenblatt LLC 885 Third Avenue, 20th Floor New York, New York 10017													
3. FIRST CLASS MAIL	OFFICE OF THE UNITED STATES TRUSTEE c/o U.S Trustee 201 Varick Street, Room 1006 New York, NY 10014													
4. FIRST CLASS MAIL	Richard W. Fox, U.S Trustee Office of the United States Trustee 201 Varick Street, Room 1006 New York, New York 10014													
5.														
6.														
7.														
8.														
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee) <i>One Miller</i>												